

The Solicitors' Journal.

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CURRENT TOPICS.

WE BELIEVE that the report of the Legal Procedure Committee has not yet been presented to the Lord Chancellor.

WE UNDERSTAND that, owing to unexpected difficulties, it has been found impossible to remove the chambers of any of the Chancery judges at Easter, as was arranged. It is believed that the removal will be completed by Midsummer next.

NOTWITHSTANDING THE ANNOUNCEMENT we made last week of an intended order prohibiting causes from being assigned to Mr. Justice KAY by being marked for him by the plaintiff, we believe that mistakes in this respect have been made. We print elsewhere the order, and we have been asked to draw the attention of our readers to it.

WE PRINT elsewhere the order of transfer to Mr. Justice KAY, which we announced last week. The learned judge has made steady progress with his list, but in consequence of the unexpected rapidity with which the cases have come on for hearing, there have been many in which briefs were not delivered, and which had accordingly to stand over.

THE OFFICES in the Royal Courts of Justice occupied by the Lunacy officials, which have hitherto been on three floors of the building, are being concentrated on two floors. The rooms which will be vacated will be appropriated to the Filing Department of the Central Office, and the rooms now used for that department will be allotted to the Chancery branch of the Bank of England.

MR. JUSTICE FRY has intimated his intention, with a view of saving expense, to avail himself more fully than he considers is ordinarily done of rule 20 of Consolidated Order XXXV., relating to the nomination of one solicitor to represent a class the individual members of which have the same interest; and his lordship will direct his Chief Clerks to ascertain, and if necessary to certify, in each instance the mode of carrying out this provision.

THE "TWENTY-ONE separate and distinct courts" which Mr. Shaw-Lefevre announced were to be provided in the Royal Courts of Justice, about which we ventured to propound a query (*ante*, p. 347), consist, we are informed, of the eighteen courts originally provided, and also of the large bar-room at the north of the central hall, and two arbitration rooms not on the court floor. The result will be that the bar will lose the benefit of a room rather larger than the present bar-room, and two of the judges will have to put up with courts of very small dimensions.

THE COMMEMORATION BANQUET will remind Old Blues of the many University oarsmen who have obtained distinction in the legal profession. The list is headed by Lord Justice BRETT, who rowed No. 7 in the winning Cambridge boat in 1839; and among many other names which might be mentioned are those of Mr. Justice DENMAN, who was a member of the Cambridge crews in 1841 and 1842; Mr. CHITTY, Q.C., who rowed for Oxford in three contests, in two of which his University was successful; Mr. MACNAUGHTEN, Q.C., who was one of the Cambridge crew in 1852; Mr. A. L. SMITH, who rowed twice for Cambridge, and Mr. MANUEL JONES, who is an old Cambridge stroke. In the other branch of the profession there occur to us the names of Mr. J. T. MORLAND, of Abingdon, who steered the Cambridge crews in 1859 and 1860; Mr. E. B. MERRIMAN, of Marlborough, who rowed in the Oxford crew in 1861; and Mr. R. T. RAIKES, of the firm of HARRIES, WILKINSON, & RAIKES, who rowed bow for Oxford in 1865 and 1866; and among the younger solicitors there are several distinguished University oarsmen.

MR. COURTNEY, M.P., is understood to be both one of the ablest, and also one of the most prudent of Under-Secretaries, never going beyond the tether of his instructions. What, then, can be the meaning of his remark in the debate on the Middlesex Registry Bill on Wednesday evening, that the Government have not come to the conclusion that registration of titles is impracticable? Two years ago a select committee of the House of Commons sat to consider this question, and they reported that, "on the one hand, they are informed, on the authority of Mr. Follett, Q.C., and Mr. Holt [of the Land Transfer Office], that no system of registration of titles can be devised which will be voluntarily adopted, and, on the other hand, they are told by the Lord Chancellor that he has not yet seen any way in

which the registration of titles could be made compulsory"; and the committee, "without expressing any final opinion on this latter question," thought it "sufficient to observe that it will be very difficult to force upon every purchaser or mortgagee in this country a mode of dealing with his property which not one purchaser or mortgagee in 20,000 at present adopts of his own accord. Your committee feel that in arriving at the above conclusion, they are only acting upon the axiom which is laid down by the Royal Commission of 1868 in their report, and which they believe to be perfectly sound, that, 'for an institution to flourish in a free country, it must offer to people the thing that they want.'" Surely, in face of this opinion, we shall not have another attempt next session to galvanize the lifeless scheme of registering titles. We cannot help expressing our regret that the Government have again set aside, on the ground of their intention to deal with the general question of land transfer, Mr. Hopwood's useful little measure, which would only have affected a small area, and would have been of infinitely more practical service than any great land transfer scheme which has hitherto been launched.

WE PUBLISH in another column a letter from a correspondent with reference to a general reform of the law and practice relating to defamation. His suggestions appear well worthy of consideration. In one or two points, however, we feel doubtful as to the advisability of the reforms he suggests. He proposes to abolish the legal distinction between libel and slander, which renders slander only actionable in the case of special damage, unless it be of a man in the way of his business, or unless it imputes an indictable offence. We fully agree that this distinction is very difficult to justify in principle, but for this, as for some other doctrines of the common law which are difficult to justify from a philosophical point of view, we are disposed to think there is a good deal to be said from a practical point of view. The judges of old thought that life would be almost unbearable if for every unfavourable opinion of his fellow-creature that a man expressed he was liable to be sued, although such fellow-creature could not show that he had sustained one halfpenny worth of damage. Our correspondent points out that spoken words delivered in a public place or on a public occasion may be far more injurious to a person than a private letter. This is true, and in these particular cases the distinction may work badly, but the question is, whether the rule in the main is a wise one; whether, on account of these cases, it would be well to make every defamatory statement made orally actionable. We are disposed to doubt whether the change suggested by our correspondent in this respect is desirable, though we are by no means prepared to express a decided opinion, and we feel the force of what he says. Again, our correspondent proposes to abolish the existing proceedings by indictment and criminal information, and substitute one proceeding by action, to include (if we do not misunderstand his proposal) damages for the civil injury and also the question of punishment. The main object appears to be to make the evidence of both parties admissible. We see no logical objection to this, but we doubt whether it would not involve too great an interference with the established lines of demarcation between criminal and civil matters to be practically possible.

SOME MISAPPREHENSION appears to exist as to the disqualifications and other inconveniences which attach to persons who have been reported to have been guilty of corrupt practices at elections. The Attorney-General, in answering Mr. RYLANDS' question in the House of Commons, pointed out some of the distinctions between the report of an election judge and the report of an election commission. The former case is regulated by the Parliamentary Elections Act, 1868 (31 & 32 Vict. c. 125), section

43 of which provides that if a candidate has been found by the report of a judge upon an election petition to have been personally guilty of bribery, he is to be incapable of being elected to, or sitting in, the House of Commons for seven years, of being registered as an elector, or voting at any election, of holding any judicial or municipal office, and of being appointed or acting as a justice of the peace. Section 45 contains a similar provision in the case of a person "other than a candidate, found guilty of bribery in any proceeding in which, after notice of the charge, he has had an opportunity of being heard." These words were considered by Mr. Justice BLACKBURN in the second *Bewdley Petition* (1 O'M. & H. 174). A previous election had been declared void, and a question arose as to whether two persons who had been reported as guilty of having been bribed, by the judges who tried the first petition, were disqualified from voting at the second election. It was argued that, since they had been examined as witnesses on the trial of the previous petition, they had had "an opportunity of being heard" within the section; but Mr. Justice BLACKBURN ruled that the witnesses were not disqualified; first, because a report of a judge as to an offence committed by a person other than the candidate was not a finding of guilty; and, secondly, because the voters had not had "an opportunity of being heard," since those words must mean "an opportunity of being heard when he has had fair warning of the charge, and is asked to meet it, and be heard by himself or his counsel." There appears to be no special penalty or disqualification attached to persons reported by commissioners to have been guilty of bribery, except the liability to a criminal prosecution, which (as the Attorney-General pointed out) is, in many cases, precluded by the granting of a certificate of indemnity. It appears that in the case of several magistrates reported as guilty of corrupt practices, the Lord Chancellor has, in the exercise of his discretion, called upon them to show cause why they should not be removed from the Commission of the Peace, and we observe that a contemporary has hazarded an opinion that solicitors who have been similarly reported upon ought to be called upon to answer such matters, although we do not gather what sort of jurisdiction would be thus enforced. In the case of aldermen and other municipal dignitaries found guilty of bribery, the Attorney-General hinted at further legislation, with a view to disqualification.

WE ARE INFORMED that Mr. GLASSE, Q.C., will, after his present cases have been disposed of, attach himself to the court of Mr. Justice FRY.

The Solicitors' Remuneration Bill was in the orders of the day of the House of Commons for second reading on Monday last, but it was not reached.

The Liverpool Town Council on Wednesday agreed to increase the salary of the Town Clerk (Mr. Rayner), from £2,500 to £3,000 a year.

In the course of the hearing of a case in the Lancashire Chancery Court, on Tuesday last, the Vice-Chancellor (Mr. Bristowe, Q.C.) referred to the manner in which affidavits in that court were framed. He said the practice appeared to be to set out at length any correspondence which might occur in the case, the result being to throw upon suitors considerable expense which might be avoided. He would suggest that in future letters should be mentioned as exhibits in ordinary cases, parties being of course at liberty to insert in the affidavits any particular passage in a letter upon which reliance was placed. He hoped that solicitors practising in the court would make a note of what he had said, and he should take care to instruct the registrar in future to disallow costs which had been unnecessarily incurred in this direction.

THE EFFECT OF DISCLAIMER UPON AN UNDERLEASE.

WHEN Mr. Justice Mathew took his seat on the bench for the first time, he found himself called upon to deal with more than one matter of more than common difficulty. Few judges have, in the same day, disposed of two more important cases than *Clarke v. Bradlaugh* and *Smalley v. Hardinge*. In the latter case the plaintiff was the reversioner upon a lease, which had been disclaimed, with leave of the court, upon the lessee's bankruptcy, by his trustee. The defendant was in possession, as sub-lessee, of a part of the premises comprised in the lease, under a sub-lease granted, and regularly executed, by the lessee before the adjudication. Mr. Justice Mathew held that by the disclaimer the sub-lease was destroyed; that the only remedy of the sub-lessee, if he wished to preserve his interest from destruction, was to have applied, under section 23 of the Bankruptcy Act, to oppose the disclaimer, and to ask for a transfer of the lease to himself; and that, as the sub-lessee had neglected to avail himself of this remedy, the sub-lease had been destroyed by the disclaimer, and the plaintiff was entitled to recover the premises by action of ejectment. This decision of Mr. Justice Mathew was, last week, reversed by the Court of Appeal.

It is evident that the practical consequences involved in the question at issue are of great gravity. For it is the common practice to draw mortgages of leaseholds by way of demise; and if the sub-terms thus created were held to be destroyed upon a disclaimer by the trustee in bankruptcy of the mortgagor, the mortgagees would be exposed to the risk, in the event of the mortgagor's bankruptcy, of being obliged to accept an assignment of the original lease; thus making himself liable for its rent and covenants—a liability which he had expressly bargained to avoid. On the other hand, the result of holding, as the Court of Appeal has held, that the sub-lease remains valid, notwithstanding the disclaimer of the lease, is of no less serious consequence to every reversioner. For any lessee might make a sub-lease at a premium with a peppercorn rent, and then, on his becoming bankrupt, and the trustee disclaiming, the reversioner would find himself in possession of nothing but a peppercorn rent during the sub-term, which might be the original term minus one day.

The defendant in the recent case relied solely, and in the Court of Appeal successfully, upon his position under the words of the Bankruptcy Act. By section 23, it is enacted that, "when any property of the bankrupt acquired by the trustee under this Act consists of land of any tenure burdened with onerous covenants, . . . the trustee may . . . disclaim such property, and upon the execution of such disclaimer the property shall, . . . if the same is a lease, be deemed to have been surrendered" on the date of the order of adjudication. The effect of the surrender of a lease upon a sub-lease previously granted by the lessee admits of no dispute, and was not disputed. The sub-lessee at common law was so far from being ousted from his rights by the lessee's surrender, that he retained them without any obligation to pay rent or perform covenants; for this obligation was incident to the immediate reversion upon the sub-term, which reversion was destroyed by the merger of the term in the superior reversion. The well-known statutes which gave the superior reversioner a remedy in respect of the rent and covenants of the sub-lease do not afford him any help towards ejecting the sub-lessee. In short, if the word "surrender" is in the Bankruptcy Act to be taken to have its ordinary sense, it means that the rights of the sub-lessee are left intact; and this is the view which prevailed with the Court of Appeal.

The plaintiff in the recent case had thus evidently little to rely upon so far as the language of the Bankruptcy Act is concerned. He endeavoured to make up

for this deficiency by appealing to the authority of decided cases. The cases which he is said to have cited were three: *Taylor v. Gillott* (L. R. 20 Eq. 682), *Ex parte Dutton* (44 W. R. 1008, L. R. 3 Ch. D. 459), and *Ex parte Buxton* (39 W. R. 28, L. R. 15 Ch. D. 289). How far these cases support such a contention we leave the reader to judge. In the first of them, upon which Mr. Justice Mathew is reported to have relied, a lessee, who had agreed to grant a sub-lease, had let the intended sub-lessee into possession without having otherwise performed the agreement. The lessee became bankrupt and his trustee disclaimed the lease. Thereupon the intended sub-lessee filed a bill in chancery against the superior reversioner, claiming to have a lease granted according to the lessee's agreement, and to restrain the reversioner from proceeding against him in ejectment. In plain language, he asked that the reversioner might be ordered specifically to perform something which neither he, nor anybody under whom he claimed, had agreed to perform at all. It was never the practice in equity to make such orders, and there is no need to wonder that the bill was dismissed. Vice-Chancellor Hall, in giving judgment, declined to say what would have been the result if the sub-lease had been actually granted, though he expressed in strong language his sense of the hardship which would be inflicted upon the reversioner if he was forced to content himself with any rent and any covenants, however inadequate, which his lessee had chosen to insert in the sub-lease. As to the last point, there cannot be two opinions; and it happened that the circumstances in *Taylor v. Gillott* lent a peculiar emphasis to the Vice-Chancellor's remarks. We suppose the argument founded on this case in *Smalley v. Hardinge* was somewhat as follows:—That an agreement for a lease is in equity the same thing as a lease; and that, as the agreement was not enforced, so the sub-lease, if actually granted, would have been held to have been destroyed. But it is not correct to say that, in contemplation of equity, a thing agreed to be done is the same as a thing done: at the most, this is true only as between the parties to the agreement. And in *Taylor v. Gillott*, the defendant was no party to the alleged agreement. There was no equity against him, whatever there might be against somebody else. The fact that equity would not step out of its way to make him grant to the plaintiff a legal right which the plaintiff had not got, by no means shows that it would have deprived the plaintiff of the legal right if he had got it.

The bearing of the other two cases cited upon *Smalley v. Hardinge* is less obvious. In *Ex parte Dutton*, a lessee had deposited his lease with a person by way of equitable mortgage. The lessee became bankrupt, his trustee disclaimed, and the equitable mortgagee, who had been present when leave was given to disclaim, sought to appeal from the order giving the leave. It was held that he ought to have asked the Bankruptcy Court to stay execution of the order to disclaim pending the appeal; and that, as he had failed to do so, and had suffered the act of disclaimer to be perfected, this disclaimer could not be undone. What do we find here to give any new or peculiar meaning to the word "surrender"? In *Ex parte Buxton*, it was decided that the equitable mortgagee of a lease, willing to accept an assignment of the lease, had a right to prevent the trustee from disclaiming, upon the terms of indemnifying him against liability under the lease. We once more find nothing here bearing upon the meaning of the word "surrender"; and nothing to justify us in reconstructing an Act of Parliament which has said one thing pretty clearly in such a way as to make it say another.

The clumsiness of modern legislation has made it quite inevitable that a hardship shall be inflicted upon one party or the other; and by the use of the word "surrender" it is plainly indicated that the reversioner is the one to suffer hardship. We think that the Court of Appeal, in refusing to take it upon

them to shift the burden of inconvenience to the shoulders of somebody else because they might think him better able to bear it, or because the burden would be smaller in his case, or because the circumstances of the first case which happened to turn up cast an unfavourable light upon his claim, have only refused to substitute a public evil for a private evil of much less consequence.

MR. BRADLAUGH'S APPEAL.

MR. BRADLAUGH'S appeal to the House of Lords is likely to raise questions of some little interest as to the practice and procedure under the Appellate Jurisdiction Act, 1876, and the Standing Orders of the House of Lords which derive their force therefrom. The 11th section of the Appellate Jurisdiction Act, 1876, enacts that an appeal shall be "subject to such conditions as to the value of the subject-matter in dispute, and as to giving security for costs, and as to the time within which the appeal shall be brought, and generally as to all matters of practice and procedure, or otherwise, as may be imposed by orders of the House of Lords." The Standing Orders of the House, therefore, have all the force of a statute, and so wide are the terms of the section authorizing them, that it would be almost impossible for any particular order to be *ultra vires*.

Turning to the Standing Orders, we find that they deal with their subject-matter with great particularity. Order 1 fixes the time within which an appeal may be lodged at one year, not five years, as Mr. Gladstone and the Attorney-General stated, the period of five years being confined to cases where the person entitled to appeal is *non compos mentis*, or under other disabilities in the order mentioned. The saving words in this order, "except where otherwise provided by statute," have, we should imagine, reference to the provisions of the "Divorce Amendment Act, 1868," 31 & 32 Vict., c. 77, which limits to one month the period within which must be brought the appeal to the House of Lords, first given by that act, against a decree for dissolution of marriage. We know of no statute extending the period of appeal. Order 2 prescribes that all petitions of appeal be signed, and the reasonableness thereof certified by two counsel, who shall have attended as counsel in the court below, or shall purpose attending as counsel at the hearing in the House. It will be remembered that Mr. Bradlaugh appeared in person in the court below, so that a new Standing Order would seem to be required, the present order not being quite applicable. With regard to security for costs, Standing Order 4 requires that the appellant shall become bound to the Queen in a penalty of five hundred pounds, and also procure two sufficient sureties in the sum of two hundred pounds apiece, and a very recent amendment of this order (*ante*, p. 389) provides that the appellant must lodge in the Parliament Office "an affidavit by the proposed sureties setting forth specifically the nature of the property in consideration of which they claim to be accepted as sureties," failing which affidavit the appellant himself, so it is ordered, must pay £200 into the account of the fee fund of the House of Lords. It may perhaps be doubted whether this amendment would be held applicable to an appeal in an action commenced before it was made, but the amendment itself contains no saving words, and no objection could be taken in ordinary cases to its having a retrospective application.

Another question which may arise is whether the appeal may be partial only—i.e., whether it may be only against so much of the judgment as decides the right of the particular plaintiff to sue for the penalty. "The Form of Petition" provides for a partial appeal, but we greatly doubt whether an appeal against part of the reasons of a judgment may be said to be partial where there is no attempt to split the judgment

itself, and it may be noticed that the provision is—by accident we suppose—made for appealing against part of a decree, which is of course more frequently severable than a judgment. It so happens that the part of the judgment against which Mr. Bradlaugh does not propose to appeal affects very materially—though indirectly—the constitution of the very court to which he appeals. Assuming that the House, or a single member of it, should be prepared to give judgment on the question of the oath, but not on the question of the right to sue, what is there to prevent this being done? Again, it is possible that an objection might be taken to the jurisdiction of the House, looking to the fact that the right of a particular individual to sit in the House of Commons was being questioned in the court below. If the House itself should take a stand upon such an objection, the appeal could not be heard. In conclusion, it may be worth while to point out that neither the Appellate Jurisdiction Act, nor any standing order, has taken away the right always existing, but never exercised since 1783, of every lord, temporal and spiritual, to hear the appeal, although there must be a *quorum* of three qualified peers.

THE CONVEYANCING BILL.

VI.—MISCELLANEOUS MATTERS.

In concluding our notice of this Bill we shall follow, with some exceptions, the arrangement of subjects adopted by the draftsman.

With regard to married women, the Bill contains some rather revolutionary provisions. Clause 42 proposes to abolish acknowledgment of deeds and examination of married women (under the Settled Estates Act, 1877, or on a surrender by husband and wife of copyholds), and the next clause enables a married woman, by deed made with the concurrence of her husband, to dispose of reversionary interests in personalty, to release powers, or release or extinguish her equity to a settlement, and to dispose of, release, or disclaim any personal property in possession, or any debt or chose in action to which she or her husband in her right is entitled under any instrument made before or after the commencement of the Act. As a necessary consequence it is proposed to repeal Malins' Act (30 & 31 Vict. c. 57). The section is not to authorize a married woman to make any disposition, release, extinguishment, or disclaimer of any property which she is restrained from alienating or anticipating, or of any property settled by marriage settlement. Clause 44 enables the court in cases where a married woman is restrained from anticipation, by judgment or order, to bind her interest in any property. Clause 46 provides that a covenant, or other contract in writing made by a married woman, "shall operate to bind her separate estate, if any, real and personal, and to create a debt recoverable thereout, as against her, her heirs, executors, and administrators, taking her separate estate, but to the extent only of that separate estate." This provision, which it will be seen proposes to make a married woman's charge effectual against all her separate property, whether acquired before or after the charge (so far reversing the rule laid down by the Court of Appeal in *Pike v. Fitzgibbon*) is, in accordance with that decision, to apply only if and so far as the married woman is not restrained from anticipation, and is, moreover, applicable only if and so far as a contrary intention is not expressed in the covenant or contract.

With regard to infants, clause 47 provides that where a person in his own right seised of or entitled to land for an estate in fee, or for any leasehold interest at a rent, is an infant, the land shall be deemed to be settled land, and the infant to be tenant for life thereof, within the proposed Settled Land Act, and the land shall be deemed to be a settled estate within the Settled Estates Act, 1877. Clause 48 proposes to imply (subject to the ex-

pression of a contrary intention) extensive powers of management of land during minority in trustees either appointed for the purpose by the settlement, or, if none are so appointed, then in the trustees of the settlement within the proposed Settled Land Act, or, if there are none, then in trustees to be appointed for this purpose by the court. Clause 49 proposes to amend the provisions of 23 & 24 Vict. c. 145, s. 26, as to maintenance, mainly by omitting the words "income to which such infant may be entitled in respect of such property," which in *In re George* (L. R. 5 Ch. D. 837) were held to render the provision applicable only to cases where the infant was either absolutely entitled to the principal and income or was entitled to the principal contingently in such a manner as that he would, on coming of age, become entitled to the income also. It is now proposed to be provided that "where any property is held by trustees on trust for an infant, either for life or for any further interest, . . . the trustees may, at their sole discretion, pay to the infant's parent or guardian, if any, or otherwise apply, &c., . . . the income of that property."

Passing over clauses 50 and 51, relating to rent-charges and other annual sums, we come to the provisions as to powers of attorney. Clause 52 enables the donee of a power of attorney to execute any instrument in his own name. Clause 53 makes irrevocable, except with the consent of the donee, a power of attorney, whether given for a valuable consideration or not, which is expressed to be irrevocable for a fixed time specified in the instrument creating the power, not exceeding a year from the date of the instrument, and clause 54 makes irrevocable, except with the consent of the donee, a power of attorney given for valuable consideration and expressed to be absolutely irrevocable. Clause 55 protects payments made, and acts done in good faith, without notice of the revocation of a power, and clause 56 provides that instruments creating powers of attorney may be deposited in the Central Office of the Supreme Court, and that a separate file shall be kept of the instruments so deposited, which may be searched by any person, and office copies obtained, which are to be sufficient evidence of the contents of the instruments. Clause 45 enables a married woman to appoint an attorney to execute any deed, or do any other act, which she might herself execute or do.

Clauses 57—73 contain various small provisions intended to shorten deeds, among which may be mentioned the abolition of the feoffee to uses in the conveyance of freeholds by a man to himself jointly with another; the abolition of the indorsed receipt (clause 63), and of the authority for payment to the vendor's solicitor (clause 65); and the implication of the joint account clause (clause 70), and of the estate clause (clause 72).

Clause 75 provides for the protection of solicitors and trustees adopting, or allowing the adoption of, the Act.

Mr. Justice Kay will join Mr. Justice Stephen at Leeds, the latter judge going alone to Newcastle and Durham, where prisoners only will be tried.

The recent recognition by her Majesty of a Canadian Barony, says Debreit's Peerage for 1881, is an exceptional circumstance, and the gentleman (Baron de Longueville) whose title has been acknowledged, holds the remarkable position of being the only subject of the Queen who is a colonial Peer, and who, at the same time, has not any precedence. The Feudal Barony is entirely exceptional, and is the only Canadian hereditary title existing. The patent of nobility signed by King Louis XIV. granting this title to Charles Le Moyne for distinguished services, is remarkable as creating, not only a territorial barony, but also conferring a title of honour upon himself and his descendants, whether male or female. The cession of Canada to England by the Treaty of Paris in 1763 made no change in the legal right to hold honours; since this period each successive head of the family has, by assumption of right, used the title; but it was not officially recognised by the British Government until December 4, 1860.

CORRESPONDENCE.

THE LAW OF LIBEL AND SLANDER.

[To the Editor of the Solicitors' Journal.]

Sir,—The observations in your last week's number as to proceedings for libel, taken in connection with some recent cases which have attracted public attention, suggest the consideration whether the time has not arrived for an entire reform of the law of libel and slander, which, as it now stands, is admittedly unsatisfactory. Probably the reason why a reform has not been hitherto attempted has been because the intricacies of the existing law are known to but few, and those few being men of large practice in the common law courts, have rarely had the time or the inclination to undertake legal reforms. What I propose to do in this letter is to sketch out a general outline of the reform which it appears to me would meet the wants of the age, leaving the details to be filled in by more experienced hands.

First, I would abolish the existing technical distinction between libel and slander—a distinction known to lawyers, but very little understood by the general public, and which is well illustrated by the old case, where an action was brought by a parson against his parishioner for calling him "a d—d fool"; and it was held, *per totam curiam*, that the action would not lie, being for spoken words, and no special damage proved—"parceque on peut estre bon parson et d—d fool; aliter si il avoit esté attorney-at-law, parceque d—d fool ne peut estre bon attorney-at-law." It is obvious that spoken words, if delivered from a pulpit or platform, may be far more injurious to the person attacked than a private letter, and the principles on which the remedy is to be based should be the same in both cases.

Next, I would abolish all the existing proceedings by indictment and criminal information, which are based on fictions of the law, and would substitute as the sole remedy an action, to be called an action for defamation, to be brought by the person injured, or, in the case of defamation of public persons, by the Attorney-General. The statement of claim should state shortly the act of defamation, the innuendo (if any), and the special damage (if any); and should pray (1) for damages, (2) for an injunction, (3) for costs, and (4) for such punishment as the court may think proper. The defence would then either deny or justify the act, and the court at the trial would adapt the relief to the circumstances. In many cases, where the sole object of the action was to clear the plaintiff's character, an injunction with payment of costs would be a sufficient remedy, and a jury would be unnecessary; in other more serious cases, the court might award fine or imprisonment. In every case, however, the evidence of both parties ought to be freely admitted, and the trial should be either by a judge alone, or a judge and jury, at the option of the parties.

Having provided for a simple plan of procedure, it would be necessary to classify in a codified form the various acts of defamation for which an action would lie—such as defamation of public persons, imputation of criminal offences, cases of special damage, defamation of title, &c., and the various defences which would be an answer to the action, as privilege, public interest, &c., and provisions would be introduced to secure the absolute immunity of witnesses, legal and parliamentary proceedings, reports in newspapers, &c. It would also be reasonable to provide that a person in the position of the printer of a newspaper should be free from liability on his giving up the name of the editor.

The above is a mere outline, but if the principles of the reform are once agreed upon, the details can be easily filled in, and advantage taken of the experience of those who are familiar with the subject. It is, of course, too much to hope that any reform of this nature can be so framed as to meet every possible case, but if the basis of the law be sound it will not be difficult to introduce

amendments, and a satisfactory code of law on this subject may be ultimately obtained.

It would be an advantage if such of your readers as have given special attention to this subject would give the public the benefit of their views.

R. J. C.

Lincoln's-inn, April 5.

BILLS OF SALE.

[To the Editor of the Solicitors' Journal.]

Sir,—Attention being called to this subject by the two or three Bills now before Parliament for an amendment of the law affecting these instruments, a few statistical remarks respecting them may not be without interest.

In the year 1878, being the last one under the old Act, there were 20,059 bills of sale filed; but in the year 1880, viz., within two years after the new (the present) Act came into operation, the number filed rose to the large number of 56,625, being an average of 1,089 weekly; or, allowing for Sundays and holidays, nearly 200 each day of the year past.

During the fortnight ending the 23rd ult. there were 2,144 bills of sale filed, of which 310 were for sums not exceeding £10 each, and 460 for between £10 and not exceeding £20 each, being more than one in every three for £20 and under.

This is owing entirely to the operation of the 20th section of the present Act, which enacts that "chattels comprised in a bill of sale which has been, and continues to be, duly registered under this Act, shall not be deemed to be in the possession, order, or disposition of the grantor of the bill of sale within the meaning of the Bankruptcy Act, 1869."

As to the class of persons to whom these small bills of sale are given, the constant repetition of the names of Moser, Aaron, Solomon, Abraham, &c., sufficiently testifies.

Whilst, doubtless, one-half or three-fourths of the bills of sale now given are to these professional money-lenders, yet the remainder may be, and perhaps are, legitimate enough, and the difficulty is, whilst trying to prohibit or check the one class, to insure that the other class is not unduly prevented or prejudiced. One or more of the Bills now before Parliament provides that every grantor of a bill of sale shall file therewith an affidavit that all the goods thereby charged are his own and have been paid for, and that under no circumstances shall a bill of sale be valid if the grantor becomes bankrupt within three months next after giving it. No doubt but that some such enactment would go a long way to stop many of the money-lenders' bills of sale; but I am not so sure whether it would work well as a general measure affecting every case.

The subject is a pressing one, and calls for a remedy; but, as we know, it is often easier to ask a question than to satisfactorily answer it.

JOHN MILLER.

Bristol, April 2.

THE INCORPORATED LAW SOCIETY AND THE "LAW LIST."

[To the Editor of the Solicitors' Journal.]

Sir,—May I ask the favour of space for the enclosed copy of my reply to Mr. Williamson's letter of the 30th ult.

I propose at the annual meeting of the society to move a resolution on the subject referred to in the correspondence between Mr. Williamson and myself, and I shall hope to induce the council to revert to the former practice.

JOHN NICHOLLS.

73, Gresham-street, London, E.C., April 6.

[The following is the letter referred to:—

73, Gresham-street, London, E.C., April 3, 1881.

Dear Sir,

The Incorporated Law Society and the Law List.

I am obliged by your letter of the 30th ult.

The council do not meet the complaint that, without consulting the members, they decided to abandon an arrangement which there was no necessity to discontinue.

I submit that a new list of members, prepared in the society's own office, and, as now alleged, because of inaccuracies in the official *Law List*, ought not to need an apology for mistakes "here and there." I send you a list of about 170 such omissions as the one to which I drew your attention in my letter of the 23rd ult., and which I have compiled from the *Law Lists* of 1880 and 1881.

I have learnt from other members that there are numerous mistakes in the Calendar of the following kinds—viz., names mis-spelt, year of admission incorrect, and appointments omitted. In each instance named to me I have verified the statements, and on each of the first three pages of the list of London members I have found other errors. I have gone no further.—I am, dear Sir, yours faithfully,

JOHN NICHOLLS.

E. W. Williamson, Esq., Secretary, Incorporated Law Society.

QUERIES.

WINDING UP OF NEWSPAPER COMPANY—RIGHTS OF CONTRIBUTOR.—I should be glad if any of your readers could inform me as to the rights of a gentleman who for several years was on the permanent staff of a newspaper, and regularly contributed weekly articles, in the liquidation of the proprietors. Can he claim as a "clerk or servant" to be paid in full? I am told there has been a case in which it was held that he could do so, but I cannot find any authority on the subject. TEMPLAR.

NEW ORDERS.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

I, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do hereby order and direct as follows:—

1. Each of the several causes which shall be transferred to Mr. Justice Kay shall, until further order, be deemed to have been transferred to him for the purpose only of trial or of hearing.

2. No cause or matter shall, until further order, be assigned to the said Mr. Justice Kay by the same being marked by the plaintiff or petitioner with the name of the said Mr. Justice Kay.

Dated this 30th day of March, 1881.

SELBORNE, C.

REGISTRATION OF BRITISH TRADE-MARKS IN SWITZERLAND.

A copy of a form of certificate of establishment or domicile, which is required by the Swiss Federal Bureau in addition to the ordinary forms constituting the application of a British subject for the registration of his trademark in Switzerland, may be inspected at the office of the Registrar of Trade-Marks, 25, Southampton-buildings, Chancery-lane, London, W.C.

The members of the South-Eastern Circuit have invited Mr. Justice Watkin Williams and Mr. Justice Mathew to a dinner to celebrate their recent elevation to the bench. The dinner will take place on Tuesday, the 19th inst., in the Inner Temple-hall.

The Board of Legal Studies of the University of Cambridge have received from the committee of the George Long Memorial Fund an offer of £500 to provide a prize or medal for the candidate in the law tripos most distinguished in Roman law and jurisprudence. The board recommend that the memorial should take the form of a prize.

CASES OF THE WEEK.

PRODUCTION OF DOCUMENTS—PRIVILEGE—COMMUNICATIONS BETWEEN SOLICITOR AND THIRD PARTY ANTE LITEM MOTAM.—In a case of *Wheeler v. Le Marchant*, before the Court of Appeal on the 8th inst., a question arose as to the production of documents in respect of which the defendants claimed privilege. The plaintiff was a contractor, the defendants were the owners of a large estate near London. The action was brought for the specific performance of a building agreement entered into between the defendants and the plaintiff. In an affidavit made by the defendants of documents in their possession relating to the matters in question in the action, they claimed protection for certain documents which they described as confidential correspondence between their solicitors and their estate agent and surveyor. Bacon, V.C., refused to order the production of this correspondence, though the greater part of it had taken place, not only *ante litem motam*, but before any litigation was in contemplation between the plaintiff and the defendants. Upon the argument of the appeal it was admitted that the rule as to privilege from production had never been carried so far before, but it was contended that on principle it ought to be extended so as to include all communications made by a third party to a legal adviser for the purpose of enabling him the better to advise his client. The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) refused to carry the rule to this extent. And they ordered the production of the correspondence in question, except such of the letters (if any) as the defendants should state by affidavit to have been written confidentially after the dispute had arisen between them and the plaintiff, and for the purpose of obtaining information, evidence, or legal advice with reference to the litigation between the parties to the action. JESSEL, M.R., said that such documents as those in question had been held entitled to protection when they had come into existence after the litigation had been commenced, or threatened, or contemplated, and they had been obtained with a view to the litigation, but not otherwise. It did not appear to his lordship that it was necessary, either on principle or for the convenience of mankind, to extend the rule as was suggested. The protection afforded by it was one of a very limited character. It did not extend to all confidential communications obtained by a man for the protection of his life, or his honour, or his fortune. Many such documents were not entitled to the privilege, as, for instance, communications made to a medical man, or to a priest in confession, or to a friend with regard to matters of the most delicate nature upon which his advice was sought. The privilege was limited to communications made in obtaining the advice and assistance of a legal adviser, and all things reasonably necessary to the obtaining that advice and assistance were within the protection. But it had never been extended any further. The actual communications between the solicitor and the client were, of course, protected, whether the client was acting personally or by an agent, and whether the solicitor acted in person, or was represented by a clerk or subordinate who was acting in his place. So, also, evidence obtained by the solicitor after the litigation had commenced, and with a view to the litigation, was protected. Communications necessary to the obtaining of legal advice were protected, and they must be made to the solicitor as such. The protection was now claimed for communications to the solicitor, giving him information to enable him the better to give legal advice to his client before any litigation was in contemplation. It appeared to his lordship that this would be carrying the rule, not only beyond what any of the cases had laid down, but beyond what the necessities of mankind required.—SOLICITORS, *Bosall & Bosall; Gregory, Rowcliffe, & Co.*

RAILWAY COMPANY—DEBENTURE HOLDERS—RECEIVER—WORKING EXPENSES—RENT FOR EASEMENT OVER LINE OF ANOTHER COMPANY.—In a case of *The Great Eastern Railway Company v. The East London Railway Company*, before the Court of Appeal on the 5th inst., a question arose as to the working expenses which the receiver of the tolls undertaking of a railway company, appointed at the instance of the holders of debenture stock of the company, was bound to pay before making any payments to the holders of debenture stock. The plaintiffs had agreed to grant to the

defendants an easement over land belonging to them for running their trains over it, and the defendants were to pay the plaintiffs a rent for this use. *Jessel, M.R.*, held (*ante*, p. 95), and the Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.) affirmed his decision, that the rent for the easement was part of the working expenses of the line, which the receiver was bound to pay-out of the funds in his hands, before dividing anything among the holders of debenture stock. The plaintiffs had recovered judgment against the defendants for arrears of the rent, and *Jessel, M.R.*, held that the plaintiffs were entitled to judgment for possession of their land unless the defendants should pay the arrears of the rent. In this respect, also, the decision was affirmed by the Court of Appeal.—SOLICITORS, *Curwood; Wilson, Bristol, & Carmichael; Norton, Rose, & Co.*

FRAUDULENT PREFERENCE—FRAUDULENT TRANSFER OF GOODS—ACT OF BANKRUPTCY—SALE OF GOODS WITH INTENTION TO APPLY PROCEEDS IN VOLUNTARY PAYMENT—MAKING GOOD BREACH OF TRUST—BANKRUPTCY ACT, 1869, ss. 6 (SUB-SECTION 2), 92.—In a case of *Ex parte Stubbins*, before the Court of Appeal on the 24th ult., the question arose whether a sale of goods by one of two co-trustees of a will to another, for the purpose of using the purchase-money in making good a breach of trust which the vendor had committed, amounted to a fraudulent preference or to fraudulent transfer of the goods, and, therefore, an act of bankruptcy. The two trustees, G. and W., were both wool merchants. W. was the acting trustee. In November, 1878, W. told G. that he was in difficulties, and that his bankers would allow him no more credit, and he asked G. to buy some wool from him. G. said that he did not want the wool, and W. then told him that he had misapplied more than £2,000 of the trust moneys to his own purposes, and that he wanted to sell the wool in order to use the proceeds in making good the breach of trust. Ultimately, G. reluctantly consented to buy the wool, and it was agreed that he should take it at a price to be fixed by some brokers. Before the invoice was sent to him, G. paid W. £2,050, which W., with the knowledge of G., at once paid to the credit of the trust estate at a bank with which the trustees kept an account. Shortly afterwards the wool was delivered to G. Its value was ascertained to be less than the £2,050, and some more wool was subsequently delivered to G. to make up the deficiency. In January, 1879, W. filed a liquidation petition. The trustee in the liquidation applied to the county court, by notice of motion against G. and W., as representing the trust estate, for a declaration that the payment of the money to the credit of the trust estate was a fraudulent preference, and as such void as against the trustee, and that the amount might be repaid by the trustees of the will, with interest, to the trustee in the liquidation. The judge (Mr. Daniel, Q.C.) treated the payment of the money by G. to W. as a loan to enable W. to make good the breach of trust, and the subsequent delivery of the goods as a repayment or satisfaction of the loan, and he declared the transfer of the goods fraudulent, and ordered G. to pay the £2,050, with interest, to the trustee. Bacon, C.J., held that there had been no fraudulent preference, and discharged the order of the county court, and this decision was affirmed by the Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.). Upon the hearing of the appeal, it was contended either that the transfer of the goods was fraudulent within the meaning of sub-section 2 of section 6 of the Act, or that the payment of the money to the trust account constituted a fraudulent preference of the trust estate within section 92. JAMES, L.J. (who delivered the judgment of the court), said that the view of the county court judge could not be sustained, for it was impossible to convert a transaction of sale and purchase into something which it was not in order to bring in the doctrine of voluntary preference. Nor could it be said that the delivery of the goods was a fraudulent transfer. It had never been held that a voluntary payment was of itself an actual fraud or an act of bankruptcy, though it might be impeached because it was voluntary, and it would be equally impossible to say that a sale of goods became fraudulent because there was an intention in the mind of the vendor to use the purchase-money in making a voluntary payment, and the purchaser knew that this was the motive of the vendor for making the sale. Nor could it be said that there had been a fraudulent preference of the trust estate. To render a voluntary payment void it must be a payment to a creditor,

or to a person in trust for a creditor, and it was impossible to hold that, if a debtor, on the eve of bankruptcy, replaced money which he had stolen, such a payment would amount to a fraudulent preference. It should be noted that the latter part of the judgment appears to be in direct conflict with an opinion expressed by Jessel, M.R., in the recent case of *Ex parte the Merchant Banking Company of London* (29 W. R. 363, ante, p. 295), though the point did not arise there for actual decision.—SOLICITORS, *S. S. Seal; W. & J. Flower & Nussey.*

BANKRUPTCY—PROTECTED TRANSACTION—NOTICE OF ACT OF BANKRUPTCY—ONUS OF PROOF—BANKRUPTCY ACT, 1869, s. 95.—In a case of *Ex parte Cartwright*, before the Court of Appeal on the 31st ult., a question arose as to the onus of proving notice of an act of bankruptcy. The trustee in a bankruptcy sought to set aside a bill of sale which had been executed by the bankrupt, one of the grounds of the application being that there was a prior act of bankruptcy to which the title of the trustee related back, and that the grantee of the bill of sale had notice of it before he took his bill of sale. The question was raised whether the trustee was bound to prove the notice, or whether the grantee was bound to prove that he had no notice of the prior act of bankruptcy. The court (JAMES, BRETT, and COTTON, L.JJ.), following the decision of Mellish, L.J., in *Ex parte Schulte* (23 W. R. 462, L. R. 9 Ch. 409), held that, inasmuch as the bill of sale holder was claiming the protection of section 95 of the Bankruptcy Act, and was seeking to displace the title of the trustee to the goods, the onus was on him to prove that he had, when he acquired his security, no notice of the prior act of bankruptcy. The prior act of bankruptcy consisted in the execution by the bankrupt of a prior bill of sale, whereby he assigned all his property as security for a pre-existing debt. The solicitor who acted for the first grantee in the preparation of the first bill of sale, acted also for these second grantees in the preparation of the second bill of sale, and was his agent in inducing the grantor to execute it. And the court held that the second grantee had, through the solicitor, notice of the fact that the first bill of sale was an act of bankruptcy, and was, consequently, not entitled to the protection of section 95.—SOLICITORS, *G. Castle; W. W. Aldridge.*

JUDGMENT CREDITOR—GARNISHEE ORDER AGAINST MORTGAGOR OF JUDGMENT DEBTOR—PROCEEDS OF SALE OF MORTGAGED PROPERTY—ORD. 45, RR. 2, 3—JUDGMENT ACT, 1864 (27 & 28 VICT. c. 112), s. 1.—In a case of *Chatterton v. Watney*, before the Court of Appeal on the 30th ult., the question was raised whether a judgment creditor of a mortgagee of land, who has obtained a garnishee order against the mortgagor, attaching all debts owing from him to the mortgagee, acquires thereby any interest in the mortgaged property or the proceeds of sale thereof. A judgment was recovered against a debtor who held a third mortgage upon some leasehold property. The judgment creditor then obtained a garnishee order against the mortgagor, attaching all debts owing or accruing from him to the third mortgagee. The mortgaged property was afterwards sold by the first mortgagee under his power of sale, and, after paying his own mortgage debt, and that of the second mortgagee, there remained a balance in the hands of the first mortgagee. The judgment creditor claimed a right by virtue of his garnishee order to be paid his judgment debt out of this surplus. Bacon, V.C., held (L. R. 16 Ch. D. 878) that he had no such right, and this decision was affirmed by the Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.). In support of the claim reliance was mainly placed on a passage in the judgment of James, L.J., in *Ex parte Joselyne* (26 W. R. 645, L. R. 8 Ch. D. 330), in which he said, "The moment the order of attachment was served upon the garnishee, the property in the debt due from him was absolutely transferred from the judgment debtor to the judgment creditor." And it was said that, if the mortgage debt was transferred, the mortgage security was also transferred. JESSEL, M.R., said that, by virtue of rule 3 of order 45, the effect of the service of the garnishee order was simply to bind the attached debts in the hands of the garnishee, and to compel him to pay it to the garnishee. If there were no other statutory provision, the question might have arisen what was the effect of binding a mortgage debt. But the Judgment Act of 1864 said that no judgment should affect land until the land had been actually delivered

in execution. The interest of the third mortgagee under his mortgage was an interest in land, and it was clear that the judgment creditor could not affect that interest in the hands of the mortgagee until it had been delivered in execution. Though he could not do this directly, it was suggested that he could do it in a roundabout way by means of a garnishee order against the mortgagor. This could not be. The object of the Act of 1864 was to deprive judgment creditors of some of their rights in order to make land more easily transferable. The judgment creditor had another remedy by proceeding to obtain an equitable execution against his debtor. BRETT, L.J., said though James, L.J., in *Ex parte Joselyne* spoke colloquially of the property in the debt being transferred, he only meant to say the same thing as was said in rule 3 of order 45, viz., that the debt was bound in the hands of the garnishee. COTTON, L.J., said he was quite content to rest his judgment on the construction of the garnishee rules. The effect of these rules was only to prevent the judgment debtor from receiving the debt which was attached, and to prevent the garnishee from paying it to the judgment debtor; and, if he would not pay the debt to the judgment creditor, the latter could enforce payment against him. There was nothing in the rules to affect any security for the debt which was attached; only the right of the original creditor to receive the attached debt was taken away. There was nothing to transfer a security for the attached debt to the judgment creditor, though of course, if the garnishee paid the debt, or a part of it, to him, the security would be wholly or *pro tanto* discharged. JESSEL, M.R., added that he agreed that the attached debt was not transferred to the garnishee.—SOLICITORS, *Peacock & Goddard; H. W. Chatterton; H. Tyrrell.*

COMPANY—WINDING UP—LANDLORD—DISTRESS FOR RENT—VOLUNTARY WINDING UP—OMISSION TO APPOINT LIQUIDATOR—SUBSEQUENT ORDER FOR COMPULSORY WINDING UP—COMMENCEMENT OF WINDING UP—COMPANIES ACT, 1862, ss. 84, 85, 87, 130, 163—JUDICATURE ACT, 1875, s. 10—BANKRUPTCY ACT, 1869, s. 34.—On the 30th ult., the Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.), reversed the decision of Malins, V.C., in *Thomas v. The Patent Lionette Manufacturing Company* (29 W. R. 349). The question was whether the landlord of a company in liquidation should be allowed to enforce a distress for rent accrued due before the commencement of the liquidation. On the 30th of July, 1880, the company passed an extraordinary resolution to wind up voluntarily, but did not appoint any liquidator. On the 5th of August the landlord levied a distress for a quarter's rent due on the 24th of June. On the same day the action was brought by debenture holders, to whom the company had mortgaged substantially the whole of their property, to realize their security. On the 6th of August a receiver was appointed in the action, and on the same day, on the application of the company, an injunction was granted to restrain the landlord from proceeding with the distress. On the 9th of August the company appointed liquidators. On the 18th of August a petition for winding up the company was presented by a creditor, and on the 8th of September a compulsory winding-up order was made, which in no way referred to the voluntary winding up or the proceedings under it. An official liquidator was appointed by the court. Afterwards the landlord applied in the action for an order that the receiver should pay him the amount of the quarter's rent. Malins, V.C., was of opinion that the voluntary winding up was not effective until the liquidators were appointed, and that the compulsory winding up did not date back to the passing of the resolution. Consequently, when the distress was levied, there was no process of winding up going on, and nothing to prevent the landlord from distraining. An order was accordingly made that the receiver should pay the quarter's rent to the landlord. The Court of Appeal held that the voluntary winding up came into operation on the passing of the extraordinary resolution, notwithstanding the non-appointment of a liquidator, and that, though the compulsory winding up superseded it as from the date of the winding-up order, it did not supersede or render invalid the proceedings which had been meanwhile taken in the voluntary winding up. The distress was not put in force until after the commencement of the winding up, and there was no special ground for interfering with the operation of section 163, which made the distress void.

JESSEL, M.R., said that he could not understand how the Court of Appeal had ever been able to come to the conclusion that sections 85 and 87 of the Act enabled the court to escape from the plain words of section 163, which make void any distress put in force after the commencement of a winding up. But it was well settled by several decisions that this was so, and the effect of the decisions was this, that, notwithstanding section 163, the court had a judicial discretion to allow a landlord to put in force a distress, and that the discretion ought to be exercised in the landlord's favour whenever he could not prove in the winding up, but that, as a general rule, it ought not when he could prove. In the present case the landlord was entitled to prove in the winding up, and his lordship thought there were no special grounds for allowing him to enforce his distress. Upon the hearing of the appeal it was contended that the landlord was a secured creditor by reason of his right of distress, and that the effect of section 10 of the Judicature Act of 1875 is to import into the winding up of companies section 34 of the Bankruptcy Act, 1869, which enables the landlord of a bankrupt to distrain after the commencement of the bankruptcy for a year's rent. The Court, however, held that section 10 had not this effect. JESSEL, M.R., said that section 10 dealt with the respective rights of secured and unsecured creditors, and the right to levy a distress did not make the landlord a secured creditor. Section 10 did not import into winding up the rules of bankruptcy which give a preference to some debts; it applied to creditors who would get a dividend, not to persons who would be paid in full. COTTON, L.J., said that the point was really decided by *In re The Withernsea Brick Works* (29 W. R. 178, L. R. 16 Ch. D. 337, ante, p. 135). If section 10 had the effect suggested, it would have repealed *pro tanto* sections 87 and 163 of the Companies Act, and this construction ought not to be adopted unless the words were clear. When it spoke of "secured and unsecured creditors," it meant those creditors who, at the commencement of the winding up, were secured or unsecured, and the landlord was not a secured creditor at that time merely because he had a right to levy a distress which he had not enforced. And when the section said that the bankruptcy rules as to debts provable should prevail in winding up, it did not mean that a creditor who, in bankruptcy, would have had another right in addition to his right of proof was to have that additional right also in a winding up.—SOLICITORS, *Pool, Hughes, & Poole; Chapple, Welch, & Chapple.*

COMPANY—VOLUNTARY WINDING UP—APPLICATION BY CREDITOR FOR COMPULSORY ORDER—PREJUDICE BY VOLUNTARY WINDING UP—COMPANIES ACT, 1863, s. 145.—In the case of *Re Pelham Publishing Company*, before the Master of the Rolls on the 26th ult., the company had passed resolutions for a voluntary winding up, and a creditor now petitioned for a compulsory order. The petition did not mention the voluntary winding up, merely stating "it was alleged" such a winding up had taken place, and it also did not show that the petitioner was prejudiced by the voluntary winding up. According to the evidence in support of the petition, there was no allegation of any personal misconduct against the voluntary liquidator, and the only evidence upon which the petitioner relied was that he had been induced to supply the company with paper by reason of the misrepresentations of the directors, and also that the liquidator had sold some furniture and paper, which had a short time previously cost over £100, for £25 to one of the contributories, and that the same contributory had the next day sold the furniture for £30. There was no evidence that the sale was at an undervalue. JESSEL, M.R., was of opinion that the petition should have mentioned the voluntary winding up, and also that it should have contained allegations showing that the petitioner was prejudiced by such winding up. If those allegations had been omitted by a slip he should have allowed an amendment, but, apart from the technical ground, the petitioner had shown no reason for his interfering with the voluntary winding up. The liquidator appeared to have acted with diligence, and there were really no allegations of personal misconduct against him. The total assets were not stated to be more than about £300, and it was quite plain, if he set the machinery of the court in motion, the only result would be that after some time there would be an application to him for a stay of proceedings, and an apportionment of the

remaining assets amongst the different solicitors in part payment of their costs. He need not say he did not look upon such a result with satisfaction, and he was anxious to avoid it if possible. The petitioner alleged that he had been induced to sell the company's goods by certain misrepresentations, but if that were so it was no reason for disturbing the voluntary winding up, although it might be a good ground for an action against the directors. The only case attempted to be made was in reference to the sale of the furniture and paper. It was not, however, proved that the sale was at an undervalue, and from his own experience he should very much doubt if it was, as office furniture, when sold, very frequently bore a very small relation to the price originally paid for it. The petitioner had not shown that there was any want of efficient supervision in the winding up, or any ground for any special investigation. In his opinion there was no reason for disturbing the voluntary winding up, and he should therefore dismiss the petition, and the petitioner must pay the company their costs.—SOLICITORS, *Munn & Longden; Langton & Son.*

WILL—MARRIED WOMAN—REAL ESTATE—LAPSE—ISSUE SURVIVING—CURTESY—WILLS ACT (1 VICT. C. 26), s. 33.—In a case of *Eager v. Furniall*, before the Master of the Rolls on demurrer on the 4th inst., an important and novel point was argued as to whether a husband was entitled to his curtesy under the following circumstances:—By his will a testator gave a certain freehold estate to his daughter in fee for her separate use. The daughter died before the testator intestate, but leaving issue and her husband her surviving. By section 33 of the Wills Act it is provided that, "where any person, being a child of the testator, to whom any real or personal estate shall be devised or bequeathed for any estate or interest not determinable at or before the death of such person, shall die in the lifetime of the testator leaving issue, and any such issue shall be living at the time of the death of the testator, such devise or bequest shall not lapse, but shall take effect as if the death of such person had happened immediately after the death of the testator, unless a contrary intention shall appear by the will." JESSEL, M.R., was of opinion under the above circumstances, and by reason of the operation of the above section, that the husband was entitled to his curtesy in respect of the freehold property devised to his wife.—SOLICITORS, *Blanco White; W. H. Herbert; Russell, Sons, & Co.*

WILL—GIFT UPON CONDITION—CELEBRATION OF DIVINE SERVICE—BREACH OF CONDITION—GIFT OVER.—In a case of *Governors of Bethlehem and Bridewell Hospitals v. Ironmongers' Company*, also before the Master of the Rolls on the 4th inst., the question was argued whether the plaintiffs were entitled to certain property in consequence of the breach of a condition under which the income had been previously applied. By his will, dated the 10th of February, 1803, Sir Robert Gellery bequeathed a sum of £400 to the defendants upon trust to invest the same in the purchase of lands, to be settled for an allowance to some person to read and celebrate Divine service in the parish church of St. Dionis Backchurch, twice every day in the week, yearly and every year for ever, except Sunday and certain other holy days, at the hours and times then and theretofore used in the said church according to the rubric and liturgy of the Church of England; and the testator declared that the rents and profits of the lands to be purchased should be paid by the defendants to the minister or curate of the parish of St. Dionis who should read and celebrate Divine service in manner aforesaid. The will contained a proviso that, in case there should be any failure or neglect in reading of prayers in the parish church for more than three days together, then that the rents and profits of the said premises to be purchased should go and be paid to the plaintiffs for ever. The defendants had paid the income representing the bequest to the rector of St. Dionis until the parish church was pulled down in 1877, when a union of St. Dionis with certain other benefices was effected. It was contended by the plaintiffs that the condition had been broken, inasmuch as there had been a failure to read prayers for several years. JESSEL, M.R., was of opinion that the proviso might be read in two ways, either by reference to the previous part of the will, so that the reading of prayers must be in manner previously pointed out, or literally, when the reading of any prayers would satisfy the proviso. Reading the proviso,

however, in either way, he was of opinion that there had been a breach, as it was proved that between 1831 and 1854 there had been no services except on Sundays and certain holy days. He should, therefore, hold that the plaintiffs had become entitled to the bequest, and order payment of the future income to them after the costs of all parties as between solicitor and client had been provided for.—*SOLICITORS, Still & Son; S. Adams Beck; H. J. Godden.*

COMPANY—WINDING UP—LANDLORD—LEASE TO DISTRAIN FOR RENT—RENT ACCRUED DUE PARTLY BEFORE AND PARTLY AFTER COMMENCEMENT OF WINDING UP—APPORTIONMENT—COMPANIES ACT, 1862, ss. 84, 85, 87, 163.—In a case of *In re The South Kensington Co-Operative Stores*, before Fry, J., on the 2nd inst., a question arose as to giving leave to the landlord of a company in liquidation to distrain for rent. The petition for winding up the company was presented on the 27th of November, the winding-up order was made on the 10th of December. A quarter's rent of the premises occupied by the company accrued due on the 25th of December, and in respect of this rent the landlord asked leave to distrain. Fry, J., held that the rent must be apportioned with reference to the date of the presentation of the petition, which was the commencement of the winding up, and that for the apportioned part of the quarter's rent, down to the 27th of November, the landlord must prove in the liquidation, but that for the apportioned part, from the 27th of November to the 25th of December, he was entitled to be paid in full, and must be allowed to distrain unless the payment was made.—*SOLICITORS, Still & Son; Bridges & Co.*

COMPANY—WINDING UP—DISCRETION OF COURT—NO ASSETS—COMPANIES ACT, 1862, s. 79.—In a case of *In re The Gurrington Slate Quarries*, Fry, J., on the 1st inst., declined to make an order for the winding up of a company, on the ground that it would cause unnecessary expense, and that there were no assets to meet the expense. The whole of the company's assets had been mortgaged to trustees on behalf of debenture holders, and the trustees had taken possession of the assets. The petitioner was a debenture holder who had recovered judgment against the company in respect of interest due on his debentures. The petition was accordingly dismissed with costs.—*SOLICITORS, Smith, Fawdon, & Low; John Raven; W. H. Roberts.*

VOLUNTARY GIFT—HUSBAND AND WIFE—DECLARATION OF TRUST.—In an action of *In re Breton, Breton v. Woollem*, before Vice-Chancellor Hall on the 2nd inst., one of the questions for decision was as to the effect of a gift by a husband to his wife of certain furniture and plate. Major Breton, who died on June 7, 1860, had in April, 1868, signed and handed to his wife a document in the following terms:—"This is to certify that there being now at Messrs. Maple & Co's, 145, Tottenham-court-road, one hundred pounds' worth of furniture belonging to me, I give the same to my dear wife, Agnes A. Breton, absolutely and unreservedly, for her own use and benefit;" and, on June 1 in the same year, he had written to his wife as follows:—"My dearest Wife,—I this day make you a present of the plate, &c., now at Mappin & Webb's, and which they are taking care of for me, for your sole use and benefit. The sum I paid for it is £50 7s. 10d." Immediately afterwards Major Breton and his wife went to reside in a house at Dulwich Villa, Forest Hill, to which the furniture, plate, &c., to which the above documents referred, were removed. Other goods of the same nature were also bought and placed there, and on June 18, 1868, Major Breton wrote and handed to his wife the following letter:—"My dearest Wife,—Having previously made over to you for your sole use and benefit a certain amount of furniture, plate, &c., I now present you with everything, furniture, linen, &c., plate, china, and glass, and all jewellery now belonging to me at No. 1, Dulwich Villas, Devonshire-road, Forest Hill. All this is to be yours and yours only from this date, June 18, 1868. This gift from your ever affectionate husband, Frederick Breton." Major Breton and his wife afterwards changed their residence, and the furniture, &c., was removed to their new house, and was there at the time of Major Breton's death. He had always spoken of and treated the property as being his wife's, and she now claimed it as her own, on the ground

that her husband had, by the above documents and his conduct constituted himself a trustee thereof for her; but the executors of his will contended that it formed part of his personal estate bequeathed upon trust to themselves. There was no evidence in support of Mrs. Breton's claim, except that given by herself, which, however, was not contradicted. HALL, V.C., said that he was reluctantly compelled by the monstrous state of the law to hold that the furniture, plate, &c., had not become Mrs. Breton's property. The gift could not be supported as a declaration of trust by her husband in her favour, for the words of the documents were those of an immediate gift. When an intending donor makes a mistake as to the proper mode of carrying out his intention, the court cannot impute to him an intention to adopt a correct method, and, for the purpose of gauging the validity of such a gift as the present, there was no practical distinction between the cases of a wife and a stranger.—*SOLICITORS for all parties, Clarke & Calkin.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR HAZLITT, acting as Chief Judge.)

March 9.—*Ex parte Findlay, Re Collie.*

F. & Co., being creditors of A. C. and W. C., bankrupts, for the sum of £5,000, in respect of the fraudulent misappropriation of funds, were allowed to prove against the joint and separate estates of the bankrupts for the amount, and subsequently, in pursuance of an order of the court, F. & Co. elected to receive dividends from the separate estates.

From these estates F. & Co. received twenty shillings in the pound upon their debt; but the joint estate paid a dividend of 1s. 6d. only in the pound to the creditors.

Held, that F. & Co. were not entitled to any interest upon their debt until the joint creditors had received twenty shillings in the pound.

Statement of facts submitted for the opinion of the court by Thomas Dunlop Findlay and James Findlay, formerly trading as T. D. Findlay & Co., of Glasgow, merchants, and Mr. John Young, the trustee of the property of the bankrupts.

The bankrupts, Messrs. A. & W. Collie, suspended payment on the 15th of June, 1875, and on the 30th of June, 1875, filed in the London Bankruptcy Court a petition for liquidation of their affairs, but at the first meeting of creditors held thereunder no resolutions were come to, and the said proceedings fell through.

On the 4th of August, 1875, a petition in bankruptcy was presented against the above-named bankrupts, and on the 19th of August, 1875, adjudication was made.

Mr. John Young was, on the 6th of September, 1875, appointed trustee of the property of the above-named bankrupts. Alexander Collie, in addition to being a member of the firm of Alexander Collie & Co., was also a partner in the firm of N. Alexander, Son, & Co., who were adjudicated bankrupts on the 8th of September, 1875. T. D. Findlay & Co., by affidavits sworn on the 31st of March, 1876, sought to prove against the joint estate of the bankrupts, Alexander Collie & Co., for the sum of £3,000, and also against the separate estate of the said Alexander Collie for the like sum, and against the separate estate of William Collie for the like sum; for that, by reason of the misappropriation by the said bankrupts, Alexander Collie and William Collie, of 20,000 pieces of certain Manchester goods known as 20-inch 8½lbs. Grey Shirtings, Best China Quality, purchased by them in October, 1871, in the joint accounts of T. D. Findlay & Co. and the bankrupts, the said T. D. Findlay & Co. were obliged to pay, and did pay, two bills of exchange for £1,500 each, dated the 10th of March, 1875, and due the 13th of July, 1875, and two other bills of exchange for £1,000 each, dated 20th of April, 1875, and due the 23rd of October, 1875, all which four bills were drawn by the bankrupts upon, and accepted by, T. D. Findlay & Co., and paid by them at maturity, but ought to have been provided for and paid by the bankrupts out of the proceeds of the sale of the said goods, whereof they were trustees for such purposes.

Mr. John Young, the trustee, on the 17th of May, 1876, by notice in writing, rejected the proofs of the said T. D. Findlay & Co. on the separate estates of Alexander Collie and William Collie, on the ground that T. D. Findlay & Co.'s right of proof was against the joint estate of the bank-

rupts only, and not against the separate estates of the bankrupts or either of them.

T. D. Findlay & Co. thereupon applied to this court by motion to reverse the decision of the trustee rejecting their proofs against the separate estates. Such application came before Mr. Registrar Murray, sitting as Chief Judge, on the 28th of July, 1876, when, after hearing counsel on both sides, Mr. Registrar Murray ordered that the decision of the trustee rejecting the claims against the separate estates should be reversed, and that the said proofs should be admitted for the sum of £5,000 against the separate estates of Alexander Collie and William Collie, in addition to the proofs for £5,000 against the joint estate; T. D. Findlay & Co. not to be entitled to receive dividends upon such proofs from both the joint and separate estates, but before receipt of any dividends upon such proofs to elect whether to receive dividends from the joint estate or to receive dividends from the separate estates.

Pursuant to such order T. D. Findlay & Co. did on the 22nd of February, 1877, elect to receive dividends from the separate estates on their proofs for £5,000 instead of from the joint estate. T. D. Findlay & Co. on the 23rd of February, 1877, received a dividend of five shillings in the pound on their said proof for £5,000 from the separate estate of the said Alexander Collie, and on the 23rd of February, 1877, a dividend of five shillings in the pound on their proof for £5,000 from the separate estate of the said William Collie, such dividends having been declared on the 9th of May, 1876.

Mr. Young on the 19th of June, 1880, declared a second and final dividend of 9s. 3d. in the pound on the separate estate of Alexander Collie, and on the same day declared a second and final dividend of 7s. 11d. in the pound on the separate estate of William Collie, but, as such last-mentioned dividends, with the dividends already paid to the said T. D. Findlay & Co., exceeded the total amount of the proofs, Mr. Young paid, on the 5th of July, 1880, to the said T. D. Findlay & Co. a farther dividend of five shillings in the pound from the estate of the said Alexander Collie, and a farther dividend of five shillings in the pound from the estate of the said William Collie, making with the previous dividends the sum of £5,000, the amount of the said four bills, or 20s. in the pound.

The said T. D. Findlay & Co. received the said last-mentioned 5s. in the pound from the estate of Alexander Collie, and the said last-mentioned 5s. in the pound from the estate of Wm. Collie by arrangement with the trustee, without prejudice to their rights to receive interest upon the said £5,000 if they should be entitled to any interest.

The dividend declared upon the joint estate amounts to only 1s. 6d. in the pound, and it is impossible for the joint creditors to be paid 20s. in the pound, even if the surplus of the separate estates is carried over to the joint estate without paying Messrs. Findlay & Co. interest on their claim.

T. D. Findlay & Co. claim to be entitled to receive dividends from both separate estates until they have been paid 20s. in the pound, and interest thereon at 4 per cent. from the times when they paid the said bills until final payment to them.

The trustee contends that T. D. Findlay & Co. are not entitled to interest at all on their said proofs for £5,000, and that, even if entitled to interest at all, that they are not so entitled until the joint creditors have received 20s. in the pound. It is agreed that the file of proceedings may be referred to by either party, and the evidence used on the application of T. D. Findlay & Co. to reverse the decision of the trustee in rejecting their proofs against the separate estates may be used by either party on the argument herein.

The court is to be at liberty to draw inferences of fact.

The questions for the opinion of the court are:—

Are Messrs. Findlay & Co. entitled to be paid any and what interest, and for what period in respect of their claim? If so, are they entitled to be paid such interest before the joint creditors receive 20s. in the pound?

By whom, and in what manner the costs of and incidental to this motion are to be paid?

Stirling (R. Horton Smith, Q.C., with him), for Messrs. Findlay & Co.—We are entitled to retain the benefit of our proofs until our debt is completely extinguished by the

payment of interest: *Warrant Finance Company's case* (L. R. 4 Ch. 643); *Same case, No. 2* (L. R. 5 Ch. 88). Those cases are precisely applicable to the present. The ground upon which proof was allowed against the separate estates was that a fraud had been committed by the bankrupts: *Ex parte Adamson* (25 W. R. 193, L. R. 3 Ch. D. 807). Under the rule laid down by Lord Justice Giffard four per cent. is the amount of interest usually allowed. He also cited *Phosphate Sewage Company v. Hartmont* (L. R. 5 Ch. D. 394).

J. Linklater, for the trustee.—The debt of Messrs. Findlay is not an interest-bearing debt, and the two cases of *Warrant Finance Company* have no application in bankruptcy. There is no decree in this case by which interest is given to Messrs. Findlay, and the 36th section does not apply. Rule 76 provides that interest may be allowed under certain circumstances, but only to the date of the order of adjudication. Under rule 137 interest is allowable if a surplus becomes payable to the bankrupt, which is not the case here. Even supposing the debt bears interest, it is only up to the date of the order of adjudication: *Ex parte Minchin* (2 Glyn & J. 287), *Ex parte Wood* (2 M. D. & D. 283, 5 Jar. 1115); *Ex parte Clarke* (4 Ves. 677), *Ex parte Rees* (9 Ves. 588). Separate creditors are not entitled to be paid interest on their debts subsequent to the adjudication until the joint creditors have received twenty shillings in the pound: 3 Lindley on Partnership, ed. 1878, p. 1195. In the present case it is impossible for the joint creditors to get twenty shillings in the pound, or anything approaching it: *Ex parte Chandler* (9 Ves. 35). *The Warrant Finance Company's cases* were discussed before Lord Hatherley in *Ebbw Vale Company* (L. R. 5 Ch. 112), and his lordship held that the judgment of Lord Justice Giffard was not intended to lay down any rule, but was simply a declaration of what was the law.

Stirling, in reply.

Mr. Registrar HAZLITT.—This case seems to be a very simple one, and has to be decided according to the rules and statutes in bankruptcy, and, with all respect, I do not think the cases of *The Warrant Finance Company* apply. My learned colleague, Mr. Registrar Murray, has allowed Messrs. Findlay to prove against the separate estates of the bankrupts for £5,000, for a debt which has been indicated as being contracted by the fraud of Messrs. Collie. My learned colleague allowed the proof itself, but nothing is said about interest, and I must presume he did not think it was necessary to say anything. Messrs. Findlay have received the £5,000 out of the separate estates, but at present the joint estate has paid only one shilling and sixpence in the pound, and the creditors do not seem likely to get anything further, so far as I can see. The state of circumstances to which the rules apply does not arise in the present case; and the whole principle of the Act itself and the rules is the same. I think Messrs. Findlay & Co. are not entitled to any interest until the joint creditors of the bankrupts have received twenty shillings in the pound, and they must pay the costs of the motion.

Solicitors for Messrs. Findlay & Co., Murray, Hutchins, & Co.

Solicitors for the trustee, Travers-Smith & Breithwaite.

The old police-court at Bow-street was used for magisterial cases for the last time on Saturday.

At Pembroke-shire Quarter Sessions, held on Tuesday, 5th inst., the chairman stated that the controversy which that court, in common with numerous other courts throughout the country had with the Treasury, whether under the Prisons Act of 1877 imperial or local taxation was liable for the cost of conveying prisoners to gaol, would shortly be settled by an appeal, in which Sir Hardinge Giffard would argue against the Treasury.

The following are the dates and places arranged for holding the Spring Assizes on the Midland Circuit, wherein prisoners only will be tried:—At Aylesbury, on Tuesday, April 26, for the combined counties of Buckingham, Bedford, and Northampton; at Lincoln, on Saturday, April 30, for the counties of Lincoln and Nottingham; at Derby, on Friday, May 6, for the counties of Leicester, Rutland, and Derby; and at Warwick, on Thursday, May 12, for the county of Warwick.

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 7th inst., the following being present—viz., Mr. Desborough, chairman, and Messrs. Boodle, Cronin, Desborough, jun., Lucas, Sawtell, Scadding, Sidney Smith, and Styan, a grant of £5 was made to the daughter of a non-member, the annual general court was fixed for Thursday, the 26th of May, at three o'clock, and the ordinary general business was transacted.

INCORPORATED LAW SOCIETY.

We are requested to publish the following circular, which has been addressed to the members of the Incorporated Law Society:—

Dear Sirs,—For some time past a committee has been sitting in secret upon the "Costs of Litigation."

Our branch of the profession has, upon many occasions in past years, grievously suffered from legislation upon which we were not consulted, but at the same time the public interests have not been advanced. I have no doubt the recommendations of this committee will be well worthy of consideration and attention, but the manner in which it is constituted is not calculated beforehand to inspire either the public or the profession with that confidence which ought to be reposed in any body of men whose discussions are devoted to an alteration of the law.

The "Costs of Litigation" manifestly affect our branch of the profession more than the other, and the public more than either. Yet out of the professional gentlemen composing the committee, two only are solicitors, and the rest are, or were, barristers, and there is no one representing the general public. The council of our society has made suggestions to the committee which, from reports in the papers, appear to have been rejected with indifference if not with contumely. I cannot indorse all of these suggestions, but at the same time this rejection shows that our society receives no attention, although it is said to be composed of the most influential members of the profession. It seems as though we had recently become an object of derision, for I was told the other day by a bench of one of the Inns that "what little influence the Incorporated Law Society had it had lost." Another member of his branch of the profession said, "he thought every solicitor who attempted to conduct his own business without the assistance of counsel ought to have his tongue cut out." I don't look upon these utterances as the sober reflections of sober minds, but they are an indication of the hostility which has set in against us.

The articles and correspondence and spasmodic ejaculations of county court and other judges continually appearing in the press, are another indication. Yet for all this our council makes no sign. Complaints from individual members are heard on all sides, and without number, at the way in which we are harassed by officials and attacked for our profits; but not a single word is urged on our behalf to show the public the real state of the case. Let us paint the picture in its true colours. Let justice be done. Don't let us lie quiescent while other people tread upon us. It is the easiest thing in the world to blame a solicitor, and I think the time has now come when the solicitor should have something to say for himself and should be heard. The interests of the public will be found on examination to be ours too. Routine and red tape pay no one. The public want costs to be diminished. Very good. Do they imagine they can diminish them without consulting their producer? They might just as well tell a baker at what price he shall sell a loaf. Every single arbitrary vexation and restraint placed upon the agent of the law must necessarily increase the expense of the law. If it be not paid for according to the law of the land, it will be according to the law of supply and demand. No man in a free country can be forced to perform services which are useless or for nothing. Yet this is what this committee appears to be attempting to do. I doubt very much if her Majesty's Government are fully cognizant of their labours, though they may some day be asked to be responsible for them.

At any rate, I think you will agree with me that our past services to the public have not been sufficiently recognized,

and that we ought to protest, in a general meeting of our society, against any attempt to fasten upon us the responsibility for the present state of litigation. We did not make the law, nor ourselves. We are only its instruments and creatures. There is no doubt the process of the law could be much simplified, economized, and accelerated, but this cannot be done while all its elements are out of joint.

The evil of the present system lies chiefly in the vexation and annoyance caused to us in our daily practice by the carelessness, listlessness, and inattention of permanent officials. Positive delight seems to be taken by some of them in giving solicitors and their clerks plenty of trouble for nothing. The offices of Registrars in Chancery are noted for this. They could, with advantage to the public and profit to the profession, be abolished altogether. The forms of orders now drawn up by them could just as easily be settled between the solicitors and counsel.

Another economy which might easily be introduced would be allowing solicitors to appear in all cases without the intervention of counsel. The last annual and provincial meetings of the society pointed to this. The public demand it. The Lord Chancellor's "School of Law" had the same end. Several bills printed by order of the House of Commons indorse it, and the tardy concessions of the Inns of Court confess that this act of justice to us and the public cannot be far distant. Yet, who believes that a secret committee composed of distinguished gentlemen interested against it will breathe a word in favour of such a change? Individual members may favour it, but the prejudice, prestige, and patronage of them all are likely to stifle it. Are we, therefore, to say nothing? I ask you not to allow yourselves to be left in such a servile position. At least, it is right and proper when our council are able to do so little, and when they write to the papers and petition Parliament without consulting us in general meeting, that we should ourselves meet in our common hall for the purpose of discussing these great and important questions.

I therefore beg to enclose a form of requisition to the council to call a meeting, which I shall be obliged by your signing and returning to me.—Yours faithfully,

EDMUND KIMBER.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

Tuesday, March 15, 1881.—Mr. J. K. Wright, LL.B., in the chair.—Mr. H. Waldron and Mr. H. Davies were elected members. Mr. Radford opened in the affirmative the question for debate, "Is it desirable that the British troops should be withdrawn from Candahar?" and was followed on the same side by Messrs. Kirk and Napier. The negative view was supported by Messrs. Hutton, Adams, Lloyd Jones, and Hemsley, and the further discussion of the question was, on the motion of Mr. Todd, adjourned.

Tuesday, March 22.—Mr. Bartlett in the chair.—Mr. T. M. Reed was elected a member. The adjourned debate on the question, "Is it desirable that the British troops should be withdrawn from Candahar?" was continued by Mr. Todd in the negative, who was supported by Messrs. Payne, W. F. Barry, C. E. Barry, Sergeant, and Neale; Messrs. Hurst, T. W. Williams, Reed, H. Mossop, and Rhys spoke in favour of the affirmative. Mr. Radford having replied, the question was put to the meeting, and decided in the negative by 17 votes to 9.

Tuesday, March 29.—Mr. Bower in the chair.—The question for the evening's debate was, "Is it desirable that marriage with a deceased wife's sister should be legalized?" Mr. Bartlett opened the debate in the affirmative, and was followed on the same side by Messrs. Cook, Tones, Sergeant, Napier, and James. The negative side was supported by Messrs. B. Mossop, Nicholls, C. E. Barry, and Chater. The opener having replied, the question was put to the meeting, and decided in favour of the affirmative by a majority of ten votes.

Tuesday, April 5, 1881.—Mr. Spiers in the chair.—Mr. A. A. Mibshell was elected a member. The treasurer laid before the society a list of unpaid fines and subscriptions,

and the secretary made a statement of the proceedings of the society during the preceding quarter. From this statement it appeared that the quarter commenced on the 11th of January and terminated on the 29th of March, during which time twelve meetings had been held, six being devoted to general questions, four to legal questions, and two wholly to the business of the society. Sixteen new members had been elected, and four members had resigned. The average attendance at the meetings had been twenty-six, the highest number at any one meeting being thirty-four, and the lowest thirteen. The average number of speakers was eight, and of voters eighteen. The average length of the debates was two hours twenty-five minutes. The rest of the evening was devoted to the discussion of motions, and amongst other business transacted, a resolution was passed appointing a special committee to consider the rules of the society, and to report to the society thereon. At the meeting of the society to be held on the 12th inst., Mr. A. M. Ellis, LL.B., will read a paper on the following subject:—"The Tendency of Liberalism to Promote an Unconstitutional Theory of the Representation of the People," after which a discussion will take place.

UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held on Monday, the 14th ult., at the Law Institution, Mr. R. B. D. Acland in the chair, when the following moot was discussed: "A firm of brewers being inconvenienced by the refusal of a branch of a London bank to cash cheques drawn on other branches of the same bank, sent out the following circulars to their customers, about 140 in number: 'Messrs. H— hereby give notice that they will not receive in payment cheques drawn on any of the branches of the C. Bank.' A run to the amount of about £300,000 was made on the bank in consequence. Was the circular a libel?—*Capital and Counties Bank v. Henty*." The discussion was opened by Mr. Tillotson in the affirmative, and he was supported by Mr. Bartrum, and opposed by Messrs. Quicke, MacLaren, and Nelham. The opener replied, and upon a division the moot was decided in the negative by two votes.

The usual weekly meeting of this society was held Wednesday evening, the 16th ult. at Clement's-inn, Mr. H. S. A. Foy in the chair. The motion on the paper, "That the Government does not deserve the confidence of the country," was brought forward by Mr. Le Breton, who was supported by Messrs. Clarkson, Phillips, and Brown, and opposed by Messrs. Dowson and Shirley. Mr. James Spence, who was present as a visitor, spoke in favour of the motion, after which speech the debate was, on the motion of the secretary, adjourned until the 6th of April.

A meeting of this society was held on Wednesday evening, the 23rd ult., at Clement's-inn, Mr. W. Dowson in the chair. The motion on the paper, "That trial by jury ought to be abolished," was brought forward by Mr. Wade, and he was supported by Messrs. Kains-Jackson and Spence; and opposed by Messrs. Gamble, Phillips, Beaumont, Morice, Harvey, and Robinson. The opener replied, and upon a division the motion was lost by a majority of eight votes.

A meeting of this society was held on Monday, March 28, at the Law Institution, Mr. B. T. Bartrum in the chair, when a discussion took place upon the following question:—"A debtor who had made default in payment of the whole debt under a judgment, and had been imprisoned, was imprisoned again for default in payment of an instalment of the same debt under a new order. Was he imprisoned legally?" The discussion was opened by Mr. Foy, who argued the question in the affirmative, and he was supported by Messrs. Spence and Gamble, and opposed by Messrs. MacLaren, Gatey, Phillips, Rundle-Lovey, Nelham, Parsons, and Samuel, who argued the question in the negative. The opener replied, and after the chairman had summed up, the question was decided in the negative by a majority of four votes.

A meeting of this society was held on Wednesday, the 6th inst., at Clement's-inn, Mr. W. Dowson in the chair, when the adjourned debate on the motion "That the Government does not deserve the confidence of the country" was continued. Messrs. Hutton, Spence, and Newman spoke in favour of, and Messrs. Parsons, Aekland, Tillotson, and Symes spoke against, the motion. Mr. Le Breton replied, and upon a division the motion was carried by a majority of four votes. The debate of this society will, in future, commence at 8 o'clock p.m. instead of 7.30 p.m.

MANCHESTER LAW STUDENTS' SOCIETY.

The eleventh meeting of the session was held on Tuesday, the 15th of March, at the Law Library, Cross-street Chambers, at half-past six o'clock, when the chair was taken by C. R. Hardman, Esq., solicitor. The following was the subject for discussion:—"Are the proprietors of a newspaper, in the absence of negligence, punishable in respect of a libel published therein by their responsible editor without their knowledge?" Mr. Hislop opened in the affirmative, and was followed on the same side by Messrs. Ellison and Hilditch, whilst Messrs. Abell, Coward, and Whittington supported the negative contention. In an animated discussion which followed Messrs. F. W. Roe, Ryecroft, Rayner, Read, Winsor, and Birch took part. Mr. Hislop then replied and, the learned chairman having summed up, the question was decided in the negative by fifteen votes to eight. A vote of thanks to the chairman brought the proceedings to a conclusion.

At a meeting of this society, held on the 22nd ult., under the presidency of J. B. Pavne, Esq., solicitor, a lecture was delivered by J. W. Hamilton, Esq., LL.B., barrister-at-law, on the "Employers' Liability Act, 1880." Mr. Hamilton sketched the state of the law affecting the liability of employers prior to the passing of the Act, and the changes which that measure introduced. Speaking of the procedure under the Act, he pointed out that the condition precedent to the maintenance of an action was the giving of notice of injury within six weeks from the occurrence of the accident causing the injury. In case of death the want of such notice was not to be a bar to an action if the judge should be of opinion that there was reasonable excuse for the want of the notice. The time within which the action must be taken was six months from the occurrence of the accident, and in case of death within twelve months from the time of death. The action must always be commenced in the county court, but could be removed to a superior court. As to the measure of damages, it was provided that the compensation recoverable should not exceed a sum equivalent to the estimated earnings during the three years preceding the injury of a person in the same employment, and the same grade, and in the same district as the injured workman. It had been doubted by some whether employers had the power to contract themselves out of the Act. In his judgment the law did permit employers to enter into contracts with their workmen to exclude the operation of the Act; and there could be no doubt a contract of that kind would be beneficial to workmen if it were so drawn as to entitle them to equitable compensation in case of injury or death. A more difficult question was whether such a contract would exclude the right of the personal representative of a workman to sue in case of his death resulting from the accident. He inclined to the opinion that it would not. If death took place the personal representative of the deceased man might, he believed, sue the employer, notwithstanding that the employer had contracted himself out of the Act. For this reason: the Act made the cause of action in case of death accrue to the personal representative and to the persons who would benefit under Lord Campbell's Act, and this being so he did not think a contract made by the workman with his employer would deprive them of their right of action. The lecture was then discussed by Messrs. Atkins, Ryecroft, Norton, Hardman, Winsor, Innes, Price, Law, Smith, and the hon. sec. (Mr. Butcher), and after a few words from the learned chairman, Mr. Hamilton replied to their criticisms and questions. Votes of thanks to the lecturer and chairman concluded a highly interesting and instructive meeting.

A meeting of the above society was held on the 29th ult. at the Law Library, Cross-street, Manchester, with Mr. Hislop in the chair, when Mr. T. K. Peacock was elected hon. sec. in the place of Mr. Butcher, who had retired, his time being fully occupied with other matters. The chair was then taken by J. H. P. Lerosche, Esq., barrister-at-law. The following was the subject for discussion: "Can a foreigner not resident in the British dominions obtain a copyright in a book first published in this country?" Messrs. Butcher, Rayner, and Hargraves argued on the affirmative side of the question, and Messrs. Innes and Schofield undertook the negative side. Messrs. Ryecroft, Hislop, Branthwaite, Law, Hardman, J. Price, and Coward then joined in the discussion. Mr. Butcher having replied, the chairman summed up, and the question was decided in the affirmative.

by a majority of five votes. A vote of thanks to the chairman concluded the business of the meeting.

BIRMINGHAM LAW STUDENTS' SOCIETY.

A meeting of the above society was held on Tuesday last, at the Law Library, Bennett's-hill, Birmingham, when J. Barham Carlisle, Esq., took the chair, and the following moot point was discussed:—"A. is the owner of a piece of freehold land, subject to a rent-charge and other onerous covenants within the meaning of section 23 of the Bankruptcy Act, 1869. B. purchases this land from A., and indemnifies him against the non-payment of the rent-charge, and non-performance of any of the covenants. B. afterwards becomes bankrupt, and the trustee in bankruptcy executes a disclaimer of the property under the said section. Does the land revert to the Crown?" The speakers on the affirmative were Messrs. Lane, Ludlow, Robinson, and O'Connor. The speakers on the negative were Messrs. Barber, Barrow, Rogers, Stere, and Ryland. After an able summing-up by the chairman, the question was put to the meeting, and carried in the affirmative. A vote of thanks to the chairman concluded the meeting.

LEGAL APPOINTMENTS.

Mr. JUSTICE MATHEW and Mr. JUSTICE CAVE have received the honour of Knighthood.

Mr. LLEWELYN ADAMS, solicitor, of Ruthin, has been appointed by the high sheriff of Anglesea (Thomas Edward John Lloyd, Esq.) to be Under-Sheriff of that county, and has also been appointed by the high sheriff of Denbighshire (Oliver Burton, Esq.) to be Under-Sheriff of that county for the ensuing year. Mr. Adams was admitted a solicitor in 1845. He is deputy-clerk of the peace of Denbighshire, clerk to the Ruthin Highway Board, clerk to the magistrates for the borough of Ruthin, and of the petty sessional division of Ruthin, in the county of Denbigh.

Mr. EDWARD HARRY ADCOCK, solicitor, of Palmerston-buildings, Old Broad-street, and Penge, has been appointed a Commissioner to take Affidavits in England for use in the High Court of Oudh, in India.

Mr. LEWIS ERRINGTON BOLINGBROKE, solicitor, of Norwich, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ROBERT JOSEPH CROTHWAITE, barrister, has been appointed to act as Deputy Secretary to the Government of India in the Legislative Department. Mr. Crothwaite was educated at Merchant Taylors' School, and he was formerly scholar of Brasenose College, Oxford, where he graduated B.A. in 1862. He has been a member of the Bengal Service since 1863, and he was called to the bar at the Middle Temple in Trinity Term, 1868. He is registrar of the High Court of Judicature at Allahabad.

Mr. ALFRED WILLIAM GRANGER, solicitor, of Durham, has been appointed by the high sheriff of Durham (Mr. Matthew Kearney) to be Under-Sheriff of that county for the ensuing year. Mr. Granger was admitted a solicitor in 1868.

Mr. LEONARD HOPWOOD HICKS, solicitor, of 5, Gray's-in-square (Hicks & Son), has been appointed by the high sheriff of Essex (Thomas Jenner Spitty, Esq.) to be Under-Sheriff of that county for the ensuing year. Mr. Hicks was admitted a solicitor in 1846. Messrs. T. M. Gepp & Sons, of Chelmsford, will be the acting under-sheriffs, and Messrs. Paterson, Snow, & Bloxam, of Lincoln's-in-fields, the town agents.

Mr. EDWARD HOLROYD HOULDITCH, solicitor (of the firm of Follett, Battisball, & Houlditch), of Exeter, has been appointed by the high sheriff of Devonshire (Mr. Charles Arthur William Troyte) to be Under-Sheriff of that county for the ensuing year. Mr. Houlditch was admitted a solicitor in 1870.

Mr. THOMAS MAYNARD HOW, solicitor, of Shrewsbury, has been appointed by the high sheriff of Shropshire (Mr. Robert Jasper More) to be Under-Sheriff of that county for the ensuing year. Mr. How was admitted a solicitor in 1840.

Mr. ROBERT HARDING MILWARD, solicitor and notary (of the firm of Whateley, Milward, Balden, & Spencer), Birmingham, has been appointed by the high sheriff of Staffordshire (the Hon. Augustus Cholmondeley Gough Calthorpe) to be Under-Sheriff of that county for the ensuing year. Mr. Milward was admitted a solicitor in 1861, and is a justice of the peace for the county of Worcester.

Mr. ALBERT EDWARD OVERELL, solicitor (of the firm of Overell & Son), of Warwick and Leamington, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. CHARLES PENHALLOW PETERS, solicitor, of Knighton, has been appointed by the high sheriff of Radnorshire (Captain Cecil Alfred Tafton Osway) to be Under-Sheriff of that county for the ensuing year. Mr. Peters was admitted a solicitor in 1872, and is registrar of the county court, Knighton, Radnorshire.

Mr. CHARLES HORACE REILLY, barrister, has been appointed to act as Assistant Secretary to the Government of Bengal in the Legislative Department. Mr. Reilly was called to the bar at the Middle Temple in Trinity Term, 1870.

Mr. GILES SYMONDS, solicitor, of Dorchester, has been appointed by the high sheriff of Dorsetshire (Mr. John Batten) to be Under-Sheriff of that county for the ensuing year. Mr. Symonds is town clerk and clerk to the county and borough magistrates at Dorchester, registrar of the Dorchester County Court, and one of the coroners for the county. He was admitted a solicitor in 1834, and is in partnership with his son, Mr. Henry Symonds.

Mr. HENRY ROBY THORPE, solicitor, of Nottingham, has been appointed by the high sheriff of Nottinghamshire (Mr. George Coke Robertson) to be Under-Sheriff of that county for the ensuing year. Mr. Thorpe was admitted a solicitor in 1858.

Mr. EDWARD LAMB WAUGH, solicitor, of Cockermouth, has been appointed by the high sheriff of Cumberland (Mr. Samuel Porter Foster) to be Under-Sheriff of that county for the ensuing year. Mr. Waugh is the son of Mr. Edward Waugh, solicitor, M.P. for Cockermouth. He was admitted a solicitor in 1873, and he is registrar of the Cockermouth County Court.

DISSOLUTION OF PARTNERSHIP.

ARTHUR BURCH and SAMUEL BARNES, Exeter, solicitors. March 25. The business will be in future carried on by Arthur Burch. [Gazette, April 1, 1881.]

WASHINGTON HAMILTON BROWN, WALTER REGINALD COLLINS, and JAMES CHAPMAN WOODS, Swansea, solicitors (Brown, Collins, & Woods). March 31. [Gazette, April 5, 1881.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DARLINGTON IRON COMPANY, LIMITED.—Creditors are required, on or before April 30 to send their names and addresses and the particulars of their debts or claims to Edwin Waterhouse and William Barclay Peat, Albert Hill, Darlington.

EXETER YEAST COMPANY, LIMITED.—Fry, J., has by an order, dated March 18, appointed Frederick Bertram Smart, Cannon St., to be official liquidator. Creditors are required, on or before May 2, to send their names and addresses and the particulars of their debts or claims to the above. May 11 at 12 is appointed for hearing and adjudicating upon the debts and claims.

LAGER BEER BREWERY, LIMITED.—Petition for winding up, presented March 30, directed to be heard before the M.R. on April 9.

Pyke and Minchin, Newgate St., solicitors for the petitioners.

St. BRIDE'S WELSH SLATE AND SLAN COMPANY, LIMITED.—Petition for winding up, presented March 30, directed to be heard before the M.R. on April 9.

Marsland, St. Swithin's Lane, solicitor for the petitioner.

STOCKS AND COMPANY, LIMITED.—Petition for winding up, presented March 30, directed to be heard before the M.R. on April 9.

Bell and Co, Bow churchyard, agents for Woodhouse, Hull.

SWANLISSE COLLIERY COMPANY, LIMITED.—Hall, V.C., has by an order, dated March 21, appointed Harry Seymour Foster, 4, Copthall Bridge, to be official liquidator.

TEAMWAYS CORPORATION, LIMITED.—Hall, V.C., has by an order dated March 25, appointed Francis Thomas Large, 26, Bucklebury, to be official liquidator.

[Gazette, Apr. 1.]

ROOKE, SWINDELLS, AND COMPANY, LIMITED.—By an order made by the M.R. dated March 26, it was ordered that the voluntary winding up of the company be continued. Milne and Co, Harcourt bldgs, Temple, agents for Wood and Co, Manchester, solicitors for the petitioners.

LONDON FOOD STORES, LIMITED.—The M.R. has by an order, dated Jan 27, appointed Frederick Bertram Smart, 53, Cannon st, to be official liquidator.

PARTY TRUST COMPANY, LIMITED.—Petition for winding up, presented Apr 1, directed to be heard before Hall, V.C., on Apr 29. Myatt, Abchurch lane, Cannon st, solicitor for the petitioner.

[Gazette, Apr. 5.]

UNLIMITED IN CHANCERY.

HOLLY HOUSE FREEDOM LAND SOCIETY.—The M.R. has fixed Apr 9 at 12 at his chambers for the appointment of an official liquidator.

[Gazette, Apr. 1.]

YORKSHIRE PROVIDENT LOAN SOCIETY.—By an order made by the M.R. dated March 26 it was ordered that the society be wound up. Peace and Waller, Grocer's Hall ct, agents for Leary and Co, Huddersfield, solicitors for the petitioners.

[Gazette, Apr. 5.]

COUNTY PALATINE OF LANCASTER.

MERRY STEEL AND IRON COMPANY, LIMITED.—The V.C. has, by an order dated March 21, appointed John Sutherland Harwood Banner, 24, North John st, Liverpool, to be official liquidator. Creditors are required, on or before Apr 29, to send their names and addresses, and the particulars of their debts or claims, to the above. May 12 at 12 is appointed for hearing and adjudicating upon the debts or claims.

[Gazette, Apr. 1.]

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, School-room, Ringstead, Norfolk. March 30.

PEWSEBURY FRIENDLY SOCIETY, Bee Hive Inn, Presbury, Gloucester. March 28.

[Gazette, Apr. 1.]

ARTISTS' AMICABLE FUND, Freemasons' Tavern, Great Queen st, Lincoln's inn fields. Apr 1.

BRANDAN MUTUAL PROVIDENT SOCIETY, Bell Hotel, Ruardean, Gloucester. Apr 1.

[Gazette, Apr. 5.]

OBITUARY.

MR. EDWARD BREESE.

Mr. Edward Breeze, solicitor (the head of the firm of Breeze, Jones, & Casson), of Dolgelly, Portmadoc, and Pwllheli, died rather suddenly at Morva Lodge, Portmadoc, on the 11th ult. Mr. Breeze was born in 1835, and was admitted a solicitor in 1857, having been articled to Mr. John Breeze, of Portmadoc, to whose practice he soon afterwards succeeded. He had ever since practised at Portmadoc, and more recently also had offices at Dolgelly and Pwllheli. Mr. Robert Jones and Mr. Randall Casson had been for several years associated in partnership with him. He was for a short time deputy-clerk of the peace for Merionethshire, and in 1859 he was appointed clerk of the peace by Lord Mostyn, the Lord-Lieutenant of the county. Mr. Breeze was also clerk to the lieutenantcy for Merionethshire, and clerk to the county magistrates for the Penryn, Portmadoc, and Arddudwg Divisions. He was an active supporter of the Liberal party in North Wales, and he had been accepted as a candidate for the Carnarvon Boroughs at the next vacancy.

MR. GRANVILLE ROBERT HENRY SOMERSET, D.C.L., Q.C.

Mr. Granville Robert Henry Somerset, D.C.L., Q.C., recorder of Gloucester, died at his residence, 18, Queen Anne's gate, on the 23rd ult. The deceased was the eldest son of the late Lord Granville Charles Henry Somerset (his mother having been a daughter of the first Lord Carrington), and grandson of the sixth Duke of Beaufort. He was born in 1824, and was educated at Christ Church, Oxford, where he graduated B.A. in 1845. He obtained a fellowship at All Souls' College, and afterwards proceeded to the degree of D.C.L. He was called to the bar at the Inner Temple in Hilary Term, 1851, and he formerly practised on the Oxford Circuit and at the Monmouthshire Sessions. Mr. Somerset became a Queen's Counsel in 1868, and had since confined himself to parliamentary practice. He had been counsel for many of the leading railway companies, and he was engaged in the committee rooms within a few days of his death. He was a magistrate and deputy-chairman of the quarter sessions for Monmouthshire, and a bencher of the Inner Temple, and he had been recorder of the city of

Gloucester since 1877. Mr. Somerset was married to a daughter of the late Sir George Dashwood, Bart.

MR. CHARLES SPENCER OWEN.

Mr. Charles Spencer Owen, solicitor (the head of the firm of Owen, Middleton, & Marshall), of Harwich, Manningtree, and Mistley, died at Manningtree, on the 20th ult., in his seventy-ninth year. Mr. Owen was born in 1802. He was admitted a solicitor in 1835, and he formerly carried on business in Chancery-lane, where he was for several years in partnership with Mr. Elijah Litchfield. A few years later he removed to Manningtree, where he practised until his death. A few years ago he was joined by Mr. Thomas Alfred Middleton and Mr. Charles Henry Thomas Marshall, and he had also offices at Mistley. Mr. Owen was a perpetual commissioner for the counties of Essex and Suffolk and he had a very good private practice.

MR. RICHARD LUDLAM ROOKE.

Mr. Richard Ludlam Rooke, solicitor (of the firm of Rooke & Midgley), of Leeds, died suddenly on the 20th ult. Mr. Rooke was the eldest son of Mr. William Rooke, of Leeds. He was admitted a solicitor in 1845, and he had practised over thirty-five years at Leeds. He was formerly in partnership with Mr. Francis Ferns. He next practised for several years alone, but latterly Mr. James Midgley was associated in business with him. Mr. Rooke was highly respected at Leeds, where he carried on a very extensive private practice, and he was solicitor for the Leeds Licensed Victuallers' Association, the Yorkshire Warehouse Company, and the Bradford Canal Company.

MR. WILLIAM CORRIE.

Mr. William Corrie, barrister, many years Remembrancer of the city of London, died at 28, Cleveland-square, on the 24th ult., at the age of seventy-five. Mr. Corrie was born in 1805, and was admitted a solicitor in 1827, and he practised first in Grosvenor-street, and afterwards in Adams-court, Broad-street, having been for a short time in partnership with Mr. Henry Charles Verbeke. A few years later he relinquished his practice and entered at the Inner Temple, where he was called to the bar in Trinity Term, 1836. He practised on the Northern Circuit, and he was also one of the counsel in the Palace Court, of which he was for some time the deputy-steward. In 1851 he was selected by Sir George Grey to be a magistrate at Clerkenwell Police Court, and in 1860 he was transferred to Bow-street, where he presided with great ability till 1863, when he was elected (out of a large number of candidates) to the office of remembrancer of the city of London, in which office he succeeded in obtaining the respect and esteem of the Common Council and all the officers of the corporation. Mr. Corrie held the post of remembrancer for nearly fifteen years, but in 1878 he was compelled by ill-health to tender his resignation, and he retired with a full pension.

MR. GEORGE WAGSTAFF HODGKINSON.

Mr. George Wagstaff Hodgkinson, solicitor (of the firm of Hodgkinson & Pashley), town clerk of Rotherham, died at that place on the 24th ult. Mr. Hodgkinson was the son of Mr. Richardson Hodgkinson, of Worksop. He was born in 1843, served his articles with his relative, Mr. Grosvenor Hodgkinson, late M.P. for Newark, and he was admitted a solicitor in 1865. He was for a short time a clerk in the office of Mr. John Postlethwaite Cartwright, of Chester, and afterwards in that of Messrs. Ford & Lloyd, of Bloomsbury-square. A few years later he commenced practice at Stone in partnership with Mr. Robert Wright, whom he afterwards succeeded as clerk to the Commissioners of Taxes for the Firehill Division, but in 1876 he removed to Rotherham, where he joined Mr. William Fretwell Hoyle, the registrar of the Rotherham County Court. This partnership was subsequently dissolved, and more recently he was joined by Mr. Robert Pashley. In 1878 he was elected town clerk of Rotherham, on the death of Mr. William Whitfield. Although he held the office less than three years, he had discharged his public duties with great ability, and he had succeeded in introducing considerable improve-

ments in the system of keeping the borough accounts. Mr. Hodgkinson's premature death has caused great sorrow. His health had long been delicate, but his last illness was very short. He was buried at Workop on the 28th ult. He was unmarried.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

CHANCELLOR, GEORGE, Reading, Berks, Wholesale Provision Merchant, Apr 26. Chancellor v Brown, M.R. Croome, Gracechurch st.
GRAINGER, WILLIAM, Brandsby, York, Yeoman. Apr 14. Grainger v Grainger, V.C. Hall. Richardson, Thirsk
GEORGE, STEPHEN, St John's wood rd. Apr 23. Cooper v Todd, Fry, J. Hughes, Bedford st, Covent garden
GREENFELL, CHARLES GRANVILLE, North End, Fulham, Metal Broker. Apr 27. Grenfell v Grenfell, V.C. Hall. Batten, Fetter lane, Fleet st
HERVEY, MARY ANN, Alexander st, Westbourne pk. Apr 25 Ward v Watkins, V.C. Hall. Parrott, Lincoln's inn fields
HODGE, JOHN, Sen, Silverton, Devon, Farmer. Apr 14. Hodge v Dyer, V.C. Bacon. Denshaw, Bampton
HODGE, JOHN, Jun, Silverton, Devon, Farmer. Apr 14. Hodge v Pidsley, V.C. Bacon. Denshaw, Bampton
JACKSON, JOSEPH, Acton Trussell, Stafford, Farmer. Apr 30. Jackson v Talbot, Fry, J. Morgan, Stafford
JOHNSON, THOMAS, Horncastle, Lincoln, Wine Merchant. Apr 25. Johnson v White, Fry, J. Tweed, Horncastle
LENNOX, JAMES, Poplar walk rd, Camberwell. Apr 25. Lennox v Mori, V.C. Malins. Churchill, Clement's inn, Strand
MATTHEWS, THOMAS, Hawkechurch, Dorset, Yeoman. Apr 25. Matthews v Matthews, Fry, J. Day, Bridport
POPHAM, FRANCIS LETBORNE, Hunstrete, Somerset, Esq. Apr 19. Popham v Cherry, M.R. Merriman, Austinfriars
SAUNDERS, JACOB, Bristol, Picture Frame Maker. Apr 19. Walsley v Saunders, M.R. Brown, Bristol
TODD, MARY, and ANNE TODD, Barmouth, Merioneth. Apr 21. Davies v Davies, V.C. Bacon. Milne, Kendal

[Gazette, Mar. 25.]

BISHOP, TIMOTHY, Rowton, Salop. Farmer. Apr 30. Bluck v Bishop, V.C. Hall. Smith, Gt James st, Bedford row
CURTIS, ELIZABETH JANE, Mimsore sq. Apr 22. Thomson v Mac-walter, M.R. Medcalf, Mincing lane
GURNEY, WILLIAM, Longhope, Gloucester. Apr 27. Gurney v Gurney, V.C. Hall. Bradford and Farish, Queen Victoria st
HEPBURN, JOHN, Grove pk, Camberwell, Gent. Apr 22. Carhill v Smith, O.C. Hall. White, Southampton st, Bloomsbury
MAIR, MARY, Bovey Tracy, Devon. Apr 13. Hole v Elmes, V.C. Hall. Kisaon, Torquay
NICHOLS, GEORGE, Bristol, Gent. Apr 25. Light v Diment, V.C. Bacon, Britton, Bristol
MATTHEWS, ROBERT, Cardiff, Builder. Apr 25. Matthews v Matthews, M.R. Matthews, Cardiff
STOW, SAMUEL, Dunton, Bedford, Farmer. Apr 22. Stow v Kinder, M.R. Benning, Dunstable
WATKINS, ALFRED BRIMBLE, Brighton, Greengrocer. Apr 23. Watts v Watkins, M.R. Cheesman, Brighton

[Gazette, Mar. 20.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

ADAMS, AMOS, Worthing, Ship Owner. Apr 30. Williams, New Shoreham
BAKER, JOHN, Liverpool, Butcher. March 30. Lynch and Teebay, Liverpool
BARROW, JANE ANN, Rhyl, Flint. May 2. Worsley, Bodfari Rhyl
BONDS, JOHN, Southampton, Licensed Victualler. Apr 26. Hall, Southampton
BRAGTON, LAURENCE, Perry Barr, Stafford, out of business. May 12. Johnson and Co, Birmingham
BRODIE, Sir BENJAMIN COLLINS, Bart, Brockham Warren, Surrey. May 20. Simpson and Cullingford, Gracechurch street
CLAY, GEORGE, Brightside, Sheffield, Grocer. May 18. Vickers and Co, Sheffield
CORRIE, AMELIA, Clifton Lodge, Norwood. May 2. Tatham and Procter, Lincoln's inn fields
DIXON, JAMES, Helsington, Westmoreland, Yeoman. May 1. Harrison and Milne, Kendal
EDWARDS, MORGAN, Pontypridd, Glamorgan, Stone Merchant. May 10. Davies, Pontypridd
ELMER, OBADIAH, Brecknock road, Kentish Town, Gentleman. May 14. Truefitt and Gane, Bishopsgate street Within
FLATMAN, SAMUEL, Wakefield, Woolstapler. July 1. Harrison and Bosmond, Wakefield
HADDIELD, SAMUEL, Ashton under Lyne, Licensed Victualler. Apr 18. Booth, Ashton under Lyne
HARDING, HARRIETT, Shirley, Surrey. Apr 19. Pearson, Market Drayton
HARDY, JOHN, Kirk Hallam, Derby, Farmer. June 1. Sale and Mills, Derby
HARRISON, HENRY, Newton, York, Farmer. Apr 16. Wilkinson, Blackburn
HENDERSON, JOHN, Albion street, Hyde park, Builder. Apr 26. Faithfull and Owen, Westminster chambers, Victoria street
HOPKINS, GEORGE, Wotton under Edge, Gloucester, Surgeon. July 23. Brittain and Co, Bristol
HUNTER, ROBERT, Stockton on Tees, Innkeeper. May 10. Newby and Co, Stockton on Tees

ISAACS, GEORGE, Taunton Somerset, Esq. May 7. Tucker and Lake, Seale street, Lincoln's inn fields
JOHNSON, ROBERT HENRY, Turvey, Bedford, Esq. May 31. Mot and Dent, Bedford row
LAURENCE, BENJAMIN, Weston super Mare, Hay and Corn Merchant. Apr 12. Davies, Weston super Mare
LE MAR, HENRIETTA ROBERT, Hazelwood, Clevedon, Somerset, Esq. May 20. Cunliffe and Co, Manchester
LUTHER-WATSON, LOUISA ANNE, Devonshire place, Portland place. May 4. Lethbridge and Son, Abingdon street, Westminster
LYCETT, WILLIAM, Stafford, Gentleman. May 21. Hand and Co, Stafford
MANTELL, FRANCIS RINKES, Lostwithiel, Lanlivery, Cornwall, Esq. June 24. Bevan and Hancock, Bristol
MARDALL, JAMES, Harpenden, Hertford, Brewer. May 7. Weed and White, Poultry
MCKENNA, JOHN WILLIAM, Great Marlborough st, M.D. May 2. Nash and Field, Queen st
MILLS, ZACHARIAS, Bradley, Retired Ironworks Manager. May 1. Hall and Son, Bliston
PAYNE, CHARLES ROBERT, Warden Court, Isle of Sheppey, Kent, Farmer. May 31. Lepper and Blaxland, Mark lane
PAYNE, JOHN SELWYN, Capt, Colonel in Militia. Apr 30. Harwood, Bristol
ROBERTS, MARY SUSAN, Liverpool. June 22. Whitaker, Lancaster place, Strand
ROBSON, THOMAS CHARLES, Highgate, Gent. May 31. Hume and Co, Great James street, Bedford row
SALMON, WILLIAM WEBBER, Truro, Cornwall, Retired Builder. Apr 30. Hearle Cook, Truro
SALVER, JOHN LAMER, Grange road terrace, Stoke Newington, Gent. Apr 22. Harries and Co, Coleman street
SHIELD, JAMES, Newcastle upon Tyne, Merchant. June 1. Mather and Co, Newcastle upon Tyne
SNOOK, HARRY, Erchfont, Wilts, Labourer. Apr 30. Marshall, Devizes
STEVENS, WILLIAM, Nottingham, Gentleman. Apr 20. Whittingham, Nottingham
WALL, MARTHA, Goldhawk road, Shepherd's Bush. Apr 23. Farmer, Queen Victoria street
WATSON, JAMES, HUTTINGSON, Horley, Surrey, Esq. Apr 30. Sheffield and Sons, Cullum street

[Gazette, Mar. 25.]

ABBET, RICHARD DALE, Kingston upon Hull, Saddler. May 10. Priestman, Kingston upon Hull
BAKER, HENRIETTA, Wellesley road, Croydon. May 13. Sampson, King street, Cheapside
BOTTOM, JOSEPH, Northgate, Huddersfield, Ironmonger. Apr 25. Milnes and Swift, Huddersfield
BUTTER, FRANCIS, Great Steeping, Lincoln, Gentleman. Apr 26. Allison and Allison, Louth
CALVERT, ELIZABETH, Greenhamerton, nr York. Apr 22. Richardson and Peon, Northgate
CANNETT, HENRY, Kingston upon Hull, M.D. May 10. Priestman, Hull
COLLINS, JOHN, Longbrugh, Cumberland, Gentleman. June 1. Wright and Brown, Carlisle
COOK, MATTHEW, Thornton Heath, Gentleman. May 6. Kilvington, Walbrook
DAVIES, SHADRACH, Ystradafodwg, Glamorgan, Collier. Apr 30. Williams, Pontypridd
DICKSON, REV DAVID, Sundon Vicarage, nr Dunstable, Clerk. May 1. Dunster, Henrietta street, Cavendish square
DOWNELL, THOMAS, Holmely Bury, Bedford, Retired Farmer. May 10. McDiarmid, Old Jewry chambers
DUFFY, WILLIAM, Metropolitan Meat Market, Smithfield. Apr 18. Chipperfield, Trinity street, Southwark
EVANS, DAVID PARKER, Clifton, Bristol, Tanner. May 20. Brittan and Co, Bristol
FARROW, JOHN ROBERT, Rochdale, Lancaster, Joiner. June 13. Whitaker, Lancaster place, Strand
FIRTH, MARK, Sheffield, York, Merchant. July 9. Broomhead and Co, Sheffield
HADLEY, THOMAS DAVIES, King's Norton, Worcester. Apr 30. Johnson and Co, Birmingham
HARKER, WILLIAM, Beverley, York, Surveyor. May 10. Priestman, Kingston upon Hull
HENRIQUES, REBECCA QUIXANO, Princes square, Bayswater. May 10. Harding, Westminster chambers, Victoria st
HOLMES, ROBERT, Buckden, Huntingdon, Farmer. Apr 30. Jennings and Co, Burton on Trent
HUNTER, WILLIAM, Whitehaven, Cumberland, Master Mariner. Apr 30. Brockbank and Co, Whitehaven
JACKSON, SAMUEL, Bellinghay, Lincoln, Farmer. May 1. Millington and Simpson, Boston
KARRY, FRANCIS, Church st, Edmontson. Apr 30. Hine-Haycock and Bridgman, College hill, Cannon st
LATHBURY, ROBERT, Chiswick, Esq. May 7. Hunters and Co, New sq, Lincoln's-inn
LEE, GEORGE, Andwick, Manchester, Gent. May 20. Clay and Son, Manchester
LLOYD, ROBERT, Crawford, Kent, Tea Broker. May 1. Murray and Co, Birchin-lane
MARKIEWICZ, JAMES, Bayswater, Merchant. May 9. Hollams and Co, Mincing lane
MILBURN, JAMES, Abbotots Roosting, Essex, Farmer. April 30. Gepp and Sons, Chelmsford
RADCLIFFE, NANCY, Heywood, Lancaster. May 14. Parker, Manchester
RIPLEY, SARAH, Streatham Common. June 1. Sutton and Ommendney, Great Winchester st
ROBINSON, THOMAS, Bognor, Sussex, Esq. May 6. Kinsey and Ade, Bloomsbury place
ROUSE, WILLIAM, Colchester, Essex, Gentleman. Apr 30. Pope and Co, Colchester
SMALLCOMBE, JOHN, Box, Wilts. Apr 14. Robertson and Maule, Bath

SOUTHWICK, WILLIAM, sen, Hornsea, York, Gentleman. May 10. Priestman, Kingston upon Hull
 SPEDDING, MICHAEL, Batley, York, Rag Merchant. Apr 11. Scholefield and Taylor, Batley
 STENT, GEORGE, Old Windsor, Berks, Gardener. Apr 25. Davie, New Inn, Strand
 THOMPSON, PHILIP HARRISON, Bolton, Lancaster, Gentleman. May 1. Taylor, Acres Field, Bolton
 TROTT, MICHAEL, Sale, Cheshire, Merchant's Clerk. May 13. Diggle and Ogden, Manchester
 TUDMAN, JOHN, Barnwood, Gloucester, Gentleman. June 8. Washbourn and Son, Gloucester
 TYLER, DAVID JOHN, Bootle, nr Liverpool, Timber Merchant. Apr 30. Wood, Wigan
 WALL, ARTHUR HENRY, Crickhowell, Brecon, Esq. May 1. Sale, Leominster
 WARWICK, RICHARD, Kingston upon Hull, Tailor. May 10. Priestman, Kingston upon Hull
 WARKINS, EVAN, Pontypridd, Sergeant of Police. Apr 23. Jones, Pontypridd
 WEBB, JOHN, Wakefield, York, Boat Owner. Apr 30. Lake and Lake, Southgate, Wakefield
 WICKENS, SAMUEL, Ashurst, Kent, Farmer. May 25. Fearless and Sons, East Grinstead
 WILSON, ROBERT WILLIAM, Bilton, York, Farmer. May 10. Priestman, Kingston upon Hull
 WILSON, THOMAS, Waterloo, Lancaster, Gentleman. May 2. Quinn and Sons, Liverpool

[Gazette, Mar. 29.]

COUNTY COURTS.

SALISBURY.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

Feb. 7.—*The Mayor, Aldermen, and Citizens of Salisbury v. Davis.*

Public Health Act, (1875)—Limitation of time within which to bring action for improvements—Demand.

In this case HIS HONOUR said :—This is an action brought by the plaintiffs, the urban sanitary authority of the borough, to recover the sum of £3 12s. 1d. for the improvement of the defendant's property, done under the powers and provisions of the Public Health Act, 1875 (38 & 39 Vict. c. 53). The fact of the work having been done, the authority to do it, and the fairness of the sum charged are not in dispute, and the single question to be decided is whether the right on the part of the plaintiffs to recover is barred by the plaintiffs not having brought the action within the time limited for that purpose by the statute. The 252nd section enacts that any complaint or information laid in pursuance of the Act shall be laid or made within six months from the time when the matter of such complaint arose, and the 257th section, which more immediately applies to the present case, provides that where the local authority have incurred expenses for which the owners of premises are liable, in all summary proceedings for their recovery the time within which such proceedings may be taken shall be reckoned from the date of the service of a notice of demand. By the 261st section, in addition to the right to recover before justices, an option is given to the local authority to bring an action in the county court where the claim is under £50. With reference to the "notice of demand," the 257th section provides that where such expenses have been settled and apportioned by the surveyor of the local authority as payable by such owners, such apportionment shall be binding and conclusive on such owner unless within three months from the service of notice on him by the local authority of the amount settled by the surveyor to be due from such owner he shall by a written notice dispute the law. In the present case the plaintiffs caused the following notice to be served upon the defendant :—

"Mr. J. B. Davis, debtor to the Salisbury Urban Sanitary Authority, 1st of April, 1880. Your proportion of the expenses incurred in connection with the private improvement, as settled by the surveyor, £3 12s. 1d. This amount must be paid to Mr. Westmoreland, 45, High-street, Salisbury."

It is contended by Mr. Nodder, on the part of the defendant, that this notice, not being confined to a mere notice of apportionment, but containing express terms of a demand of the sum found by the surveyor to be due, is both in form and substance a demand within the statute, and if the apportionment is not appealed against within the three months, it becomes a demand at once from the time it was made, namely on the 1st of April, and that therefore this action is not brought in time. In answer to this it cannot be said that an action for the sum so demanded could be maintained

before the expiration of the three months allowed for appeal, and then only in the case of an appeal for such sum as was then found to be due, and if no appeal, then for the whole sum due on the apportionment. It appears to me that the right to make a demand only arises at the time when the time for appeal expires. The right of appeal given by the statute makes the sum claimed nothing more than a contingent debt, to become a fixed and recoverable one at the end of the three months. The language of the 257th section clearly points to this by the words that the apportionment shall be binding and conclusive unless the apportionment is appealed against; if the sum apportioned is not binding and conclusive upon the defendant before the three months had ended, no legal demand for it could be possibly made. The case of *Gree v. Hunt* (25 W. R. 543), although a decision on the repealed Acts of the 11 & 12 Vict. c. 63, a. 69, and the Local Government Act, 1848, governs in principle the present case. There, in a considered judgment by the court, it was held, "That the notice of apportionment is designed to fulfil a very different office from the notice of demand. It is a step in the machinery provided for the purpose of ascertaining the liability of the owner. There is not at the time it is served any liability to pay the apportioned sum, nor can there be until the lapse of three months afterwards, and in the event of the owner successfully disputing the sum so apportioned will never become due." The passage I have cited, as it appears to me, shows that the words of the 257th section of the statute, under which this action is brought, points to the demand being made within six months from the time that the three months given for appeal has expired, and that such demand then made shall distinctly bring to the mind of the debtor that that which up to that time had been a contingent debt had become one enforceable in law. That being the conclusion I have arrived at, there must be a verdict for the plaintiffs for the amount claimed, £3 12s. 1d., with costs.

Povning, for the plaintiffs.

Nodder, for the defendant.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

MARCH 31.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Ramsey and Somersham Junction Railway, West Ham Local Board, Guildford, Kingston, and London Railway.

BILL READ A THIRD TIME.

PRIVATE BILL.—Meine's Patent.

APRIL 1.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Tyne Improvement, Coventry Canal Navigation, Seacombe, Hoylake, and Dee Side Railway.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Railway Passengers' Assurance Company, Manchester, Sheffield and Lincolnshire Railway (Additional Powers), Metropolitan Railway (Amendments).

APRIL 4.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Sevenoaks Gas, Bingley Water and Improvement, Liverpool City Police Superannuation, Ryton Local Board (Water), Maidstone and Ashford Railway.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Penarth Harbour Dock and Railway, Sheffield Water.

APRIL 5.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—London, Chatham, and Dover Railway (Further Powers), London, Chatham and Dover Railway (City and Suburban Traffic Station), London, Chatham, and Dover Railway (Maidstone and Faversham Junction), Metropolitan District Railway.
 Sea Fisheries (Glam and Bait Beds).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Ramsey and Somersham Junction Railway, Cleveland Extension Mineral Railway.

BILLS READ A FIRST TIME.

Bill to amend the Charitable Trusts Act of 1853, and the Acts amending the same (the Lord Chancellor).

Bill to amend the Law relating to the Recovery of Stolen Articles (the Lord Chancellor).
Army Discipline and Regulation.

APRIL 6.—BILL READ A SECOND TIME.
Army Discipline and Regulation.

HOUSE OF COMMONS.

MARCH 31.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Medway Conservancy (No. 1), Medway Conservancy (No. 2), Alkali Works Regulation.

BILL IN COMMITTEE.

Army Discipline and Regulation.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Dudley Gas, Holland (Parts of) and Sutton-bridge Water, Hylton, Southwick, and Monkwearmouth Railway, London and Blackwall Railway, London and North-Western Railway (Additional Powers) (New Title), London City Commissioners of Sewers (Artisans' Dwellings), Matlock Water.

BILL READ A FIRST TIME.

Bill to enable County Authorities in South Wales to take over and contribute towards certain Bridges, and to remove Doubts as to the Liability to repair the Highways over and adjoining certain Bridges which have been rebuilt (Viscount Emllyn).

APRIL 1.—BILL READ A SECOND TIME.

PRIVATE BILL.—London and South-Western Railway.

BILL READ A THIRD TIME.

PRIVATE BILL.—Colonial Company (Limited).

APRIL 4.—BILLS READ A SECOND TIME.

Canada Company, North Level and New Outfall, Oxford Police.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Eastbourne Water, Egremont Local Board, Glencairn Railway, Gravesend Railway, Mersey Docks and Harbour Board.

APRIL 5.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Cleator and Workington Junction Railway, Hyde Gas, London City Lands (Thames Embankment).

APRIL 6.—BILL READ A SECOND TIME.

Copyhold Emfranchisement.

COURT PAPERS.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.—ORDER OF COURT.

Thursday, the 31st day of March, 1881.

Whereas Mr. Justice Kay has been appointed a judge of the High Court of Justice and is attached to the Chancery Division of the said High Court. And whereas, it is expedient that a portion of the causes now standing for trial or hearing before the Vice-Chancellor Sir Charles Hall and Mr. Justice Fry should for the purpose only of trial or hearing be transferred to Mr. Justice Kay; Now I, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedules hereto be accordingly transferred from the Vice-Chancellor Sir Charles Hall and Mr. Justice Fry respectively to Mr. Justice Kay for the purpose only of trial or hearing, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SCHEDULE.

From the Vice-Chancellor Sir Charles Hall's Cause Book.

Turner v Turner act wit 1880 T 0,440
Manning v Seaton act wit 1880 M 0,813
In re Dixon, Lowthian v Lowthian act wit 1880 L 0,569
Lemaître v Davis act wit 1880 L 2,004
Andrews v City Permanent Benefit Building Society act wit & m f j 1880 A 0,128
Prance v Rathbone act wit 1880 P 0,15
Good v Hobson act wit 1880 G 1,113

Harper v Evey act wit & m f j 1873 H 270
Rule v Jewell act wit 1880 R 1,321
Fowler v Fowler act wit 1880 F 30
Kirby v Tindall act wit 1880 K 25
Taylor v Salmon act wit 1881 T 114
Monat v Wilson act wit 1880 M 1,212
In re Cooper, Cooper v Vesey act wit 1880 C 41
Freeman v Hunt act wit 1880 F 1,667
Holroyd v Quarmby act wit 1880 H 96
Thompson v Simpson act wit 1880 T 801
Williams v Durrant act wit 1880 W 3,487
Pratt v Kirkwood act wit 1881 P 199
Ball v Lehn act wit 1880 B 0,741

From Mr. Justice Fry's Cause Book.

Elers v Harvey act wit 1880 E 40
Chibnall v Paul & Son act wit 1880 C 120
Bensusan v Bensusan act wit 1879 B 418
In re Baker, Collins v Rhodes act wit 1879 B 622
In re Seaman, Rhodes v Wish act wit 1879 S 553
Gregson v Jackson act wit 1880 G 281
Jackson v Jackson act wit 1880 J 050
Davis v Davis act wit 1873 D 86
In re Pennell, Jassau v Wheeler act wit 1880 P 0,841
Rawlinson v Hodson act wit 1880 R 785
White v City of London Brewery Co act wit 1880 W 0,385
Ratcliffe v Smith act wit 1880 R 0,270
Lundi v Younger act wit 1878 L 92
Mill v Stadden act wit 1880 M 3,406
McLean v Jaffe act wit 1880 M 1,767
Clarke v Harcourt act wit 1880 C 3,112
Bastin v Bidwell act wit 1880 B 0,797
Turner v Sheriff act wit 1880 T 1,353
Hughes v Higgins act wit 1880 H 46
Kinnaird v Smith, Smith v Kinnaird act wit 1880 K 395
1880 S 1,584
Seagram v Tuck act wit 1880 W 3,566
Westinghouse v Midland Ry Co act wit 1880 W 72
In re Williams, Williams v Williams act wit 1880 W 2,803
Parkinson v Davis act wit 1880 P 2,157
Watkins v Pritchard act wit 1880 W 2,700
Bennett v Submarine Telegraph Co act wit 1879 B 497
Hallett v Clark act wit 1880 H 59
Henry v Armstrong act wit 1880 H 67
Atherley v Saunders act wit 1879 A 187
In re Hobbs, Hobbs v Cullum act wit 1880 H 3,169

SELBORNE, C.

QUEEN'S BENCH DIVISION.

LONDON.—HILARY SITTING, 1881.

88 Rose, Wilson and Rose (W A Crump and Son) v Baldwin (C G Parr) SJ
89 Vandamme (Lumley and L) v Chapman (Druce, Son and J)
90 Carter (Widderstan, A and J) v North Metropolitan Tram Co (H C Godfrey) SJ
91 Parr (Jones and Hall) v Whittenbury and aor (J W Marsh)
92 Schneider (Hollams, Son and Co) v Batt and Co (W A Crump and Son) SJ
93 Snelgar (C Harcourt) v Keeler (Bower and C)
94 Morewood and Co (Dawes and Sons) v P Levi, trading, &c. (Harper, B and B) SJ
95 Allott (W R Preston) v Dod (Lumley and L)
96 Broughton (Hewitt and A) v Etzenberger (J Webb)
97 Silicate Paint Co (Ramaden and A) v Edgar, Biffitt and Co (J R Tindale)
98 Moore (H Sydney) v Macfarlane and Sir J D Astley, Bart (Reham and T; Bowker and C)
99 Frank (Hollams, Son and Co) v Von Dadelzen and Co (Elmslie, F and S) SJ
100 Wright (Ley and B) v London Gen Omnibus Co, limd (Harries, W and R) SJ
101 Hovenden and ers, Exors, &c (W Carpenter and S) v Brickell and ers (Matthews and G) without jury
102 Robinson (Rodgers and Clarkson) v Bruin (Harries, W and R)
103 Same (Same) v Milton (J D Gover)
104 Wait (Nash and Field) v Fabrice (J Hill)
105 Lloyd (Orose, Sons and R) v Davie (Purkis and P)
106 Westbrook (F W and H Hilbery) v Chandler (T Durant)
107 Wright (Stopher and R) v Cope (Duignan and S)
108 Capital and Counties Bank (Robins and Son) v Local Board for the District of Ventnor, Isle of Wight (Clarke, R and C)
109 Foster Parole Co (Lovell, Son and P) v Sutton (Armstrong and L) SJ
110 Charles Roberts and Co (Mercer and M) v Horn (Hollams, Son and C) SJ
111 Capital and Counties Bank, limd (Robins and Son) v Coghill (Clarke, R and C)

- 113 Kennett (Hillicarys and T) v East London Waterworks Co (Wragg and R) SJ
 115 Wright (E Sweeting) v Ede (Speechly, M and Co)
 114 Crickmay (Saffery and H) v Hubbard and anr (Hubbard and Co)
 115 Paddington Land and Building Society lmd (A E Francia) v T and J Satchwell (T O Dear)
 116 Suffell (J R Bailey) v The Bank of England (W D and E Freshfield) SJ
 117 Martyn (J Hayward) v Accident Insee Co lmd (Wynne, Baxter and R)
 118 Patterson (G Clark) v Jonas (In person)
 119 Whitaker (Royle and S) v Feltham (G S Tinkler)
 120 Jacobs (R H Ward) v Lyons (J M Weightman)
 121 Hartley (Stephen Scott) v Mitchell and anr (R Bridger)
 122 Kelso (Ellis and Crossfield) v Aberg (G J Coldham)
 123 De Matkos (Elnahe, F and S) v Batch (T M Jenkins) SJ
 124 MacDonald (G F Hudson, M and Co) v Ives (W Eley)
 125 Sanderson (G Castle) v Spillman and ors (Bolton, R and B; Toulmin, Smith and F) SJ
 126 Price and Pierce (Hollams, Son and C) v J M Ross and Co (F Bradley) SJ
 127 Koppel (J Hayward) v Jupp (W Stocken)
 128 Varley and anr (H A Lovett and Co) v Vulliamy (Davidson and M)
 129 Richardson (Ford and R) v Cooper (Cooper and R) SJ
 130 Stephens and Reynolds (W A Crump and Son) v Arkell, Tuffis and Co (W E Teather) SJ
 131 Benewith (W R Preston) v Evans (Gush and P)
 132 North Met Tram Co (H G Godfray) v Budgett (E Tillyard)
 133 Thomas and Wife (J Hill) v Shiell and ors (Favroy, F and B)
 134 West and Wife (Same) v Same (Same)
 135 Lamb (Plews, I and H) v Norris and ors (Hollams, Son and C) SJ
 136 Solomon (A S Jonas) v Lederer (S Solomon)
 137 Barrow (R H Ward) v Conservators of River Thames (Elnahe, F and S)
 138 Leary (F Bradley) v Glover Bros (Plews, I and H)
 139 Gould (Warry R and B) v Aston (Cann and Son)
 140 Chase (Farrer and F) Colls (Johnston and H)
 141 Banham and anr (Russell, Son and S) v Cressy (Kingsford and D)
 142 Palmer (R G Chipperfield) v London Tramway Co and Morris (H C Godfray; Alsop, M and Co) SJ
 143 Ironmongers' Co (S A Beck) v Stephens (Elborough and D) without jury
 144 Potter and ors (J S Lickorish) v Newman (Scott, J and F)
 145 Craig (Pyke and P) v Schlesinger, Davis and Co (J and E Scott)
 146 Wilkie (T O Dear) v Spence (C C Ellis, M and Co)
 147 London and County Banking Co (A E Francis) v Wilkinson (Lattay and H) SJ
 148 Marcus and Co (Lumley and L) v Westrope (Hollams, Son and C)
 149 Bedford (Evans and P) v Easton (Beard and Sons)
 150 Brandt and Co (Hollams, Son and C) v Parker and Co (Mercer and M) SJ
 151 Hargreaves (Ashurst, M C and Co) v O'Connor and ors (C J Guy)
 152 Hall (Jones and H) v Bowden (T H G Payne)
 153 Capital and Counties Bank ld (Robins and Son) v Russell (Roberts and B)
 154 Neilson Bros (Wild, B and W) v Simpson and Backhouse (Van Sandau and C)
 155 Kettle (Hollams, Son and C) v Gregory and Co (Plews, I and H) SJ
 156 Dewey (Phillips and Son) v Mainwaring (J Rae)
 157 Norton (G M Wetherfield) v South Eastern Ry Co (W R Stevens) SJ
 158 Simpson (Haynes and C) v Lloyd (B Hope)
 159 Jones (G Castle) v Painter (W W Brown)
 160 Mellett (Same) v Nathan (G E Freeman)
 161 Hogg (Gush and P) v Eastern Agency ld (Murray, H and S) SJ
 162 Fletcher, Lowndes and Co ld (A J S Quekett) v Sharp (O Bryant) SJ
 163 Green, Holland and Sons (J Knight) v Tapp (Brook and C)
 164 Kirk (R H Ward) v Davey and ors (Redpath and H)
 165 Angell (H J Liggins) v Reichenheim (Lewis and L)
 166 Bardo (Ashley, Tee and Son) v Dobson (J G Joyce)
 167 LeChêne (W H Roberts) v Schlatter (W L Clarke)
 168 Lynch (W H Cannon) v Helmore (N Bennett)
 169 Harrison and ors (Champion, R and P) v Langer (Digby and T)
 170 Martin (H Staniland) v London Gen Omnibus Co ld (Harries, W and R) SJ
 171 Bowker (A T Hewitt) v Hughes (M H Lewis)
 172 Lawes and Co (Blake and S) v Ogil (R Astley)
 173 Naylor, Benzon and Co (Waltons, B and W) v Clark (Lumley and L) SJ
 174 Price and Co (Same) v Same (Same) SJ
 175 Daniels (Harper, B and B) v Newby and Co (Ashurst, M C and Co) SJ
 176 Lucas and Co (Simpson and C) v Robinson, Fleming and Co (Harries, W and R) SJ
 177 C Leary and Co (Hollams, Son and C) v Steeves, Bros and Co (Field, R and Co) SJ
 178 The Safety Oil Co ld (Same) v Borrowman and Co (Plews, I and H) SJ
 179 The Baltic Timber and Pitwood Co (Waltons, B and W) v Cory, Lohden and Co (Shum, C and Co) Comm SJ
 180 Hamilton (Same) v Consolidated Marine Insee Cos of Berlin and Dresden (Hollams, Son and C) SJ
 181 Charles Tennant and Co (Same) v Williams and ors (Pritchard and Sons) SJ
 182 Reeve (C F B Birchall) v Woodhouse (E W Owles)
 183 Green (Evans and P) v Reed (T Allingham)
 184 Shankland and Co and Young (Fielder and S) v Bain (Clarkson, G and W) Stayed

- 185 Barnes (Caitarna, J and H) v H Reeves and Co (Hollams, Son and C) to be tried with 285 SJ
 186 Hobden (C W Dommett) v Davis (T Noton)
 187 Sharman (Redpath and H) v Myers (Brandons) SJ
 188 Palmer (Keene, M and B) v Hooper (Tilleard, G and H)
 189 Barton (Harper, B and B) v Ross and Mathews (G L P Eyre and Co)
 190 Francis (James Gray) v The Gresham Life Assurance Society and anr (T H Devonshire)
 191 Walden (J F Watson) v Brock (F Bradley)
 192 Tanner (A West) v Schofield and Co (J S Lickorish)
 193 West (Same) v Nicholas (Fittman and S)
 194 Mc Lay and Co (S Chapman) v Kincaid, Donald and Co (Lowless and Co)
 195 Montagu (In Person) v Collingwood (H B Forbes)
 196 London and Provincial Bank ld S J (Munns and L) v Seymour (C G Scott) SJ
 197 Bartels and anr, trading, &c (J G Shearman) v De Bensy, trading, &c (H Montagu) SJ
 198 Hampson (Pyke and P) v The London and Provincial Horse and Carriage Insee Co (Crowdy, Son and T)
 199 W Barter and Co (Roberts and B) v The East London Galvanized Iron Co lmd (H C Morris) SJ
 200 Badham (Badham and W) v Hayes (G M Cooke) without jury
 201 Mc Donald (R H Ward) v Pinkney (Stocken and J) SJ
 (To be continued.)

Sir R. Phillimore, on Saturday, took occasion to contradict a rumour that he was about to retire from the judicial bench.

At the Mansion House, on the 31st ult., Henry Keighley was charged with stealing a cash-box, containing £46 in money and a cheque for £6 ls., from the offices of Messrs. Tilleard, Godden, & Holme, solicitors, Old Jewry. The prosecutors asked that he might be dealt with summarily, not on his own account, but because his father, grandfather, and great grandfather had been in the firm's service, and were very highly respected. Sir Thomas Owen sentenced the prisoner to six months' hard labour.

SALE OF ENSUING WEEK.

Messrs. BAXTER, PAYNE, & LEPPER, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, March 26, p. 6).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GORDON.—March 30, at High-street, Kirendbright, N.B., the wife of A. J. Gordon, solicitor, of a son.

SUMMERHAYS.—April 5, at Studley House, Spencer-hill, Wimbledon, the wife of Thomas Charles Summerhays, solicitor, of a son.

WADE-GERY.—April 3, at The Grange, Campton, near Sheffield, Beds, the wife of Arthur S. Wade-Gery, solicitor, of a daughter.

WALPOLE.—March 25, at 39, Keppel-street, Russell-square, the wife of Charles George Walpole, barrister-at-law, of a son.

WELSH.—March 24, at Marsh Grove, Huddersfield, York, the wife of Robert Welsh, solicitor, of a daughter, stillborn.

DEATHS.

CORRIE.—March 24, at 26, Cleveland-square, W., William Corrie, barrister-at-law, aged 74.

EVE.—March 30, at Stanford-le-Hope, A. Edward Eve, solicitor.

LEACH.—March 23, at Seaford Lodge, Ryde, Thomas Leach, of the Middle Temple, barrister-at-law, aged 63.

LONDON GAZETTES.

Bankruptcy.

FRIDAY, April 1, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Allison, William, Tanfield ct, Temple, Barrister at Law. Pet Mar 29. Murray. Apr 29 at 12
 Cohen, Samuel, Quality ct, Chancery lane, Club Proprietor. Pet Mar 23. Murray. Apr 29 at 11
 Coventry, Henry Aubrey, Fulham rd. Pet Mar 23. Murray. Apr 29 at 11
 Hewitt, Alfred, Coleman st. Pet Mar 31. Hazlitt. Apr 12 at 12
 Howell, Gordon Arthur, Princes st, Hanover sq. Pet Mar 30. Brougham. Apr 12 at 11
 Landon, Sarah Mary and Sidney Clark Landon, South Molton st, Oxford st, Tailors. Pet Mar 30. Brougham. Apr 13 at 12.30

To Surrender in the Country.

George, Charles William, Taunton, Somerset, Currier. Pet Mar 28.
 Meyler, Taunton, Apr 12 at 2
 Hannibal, James, Leicester, Hosiery Manufacturer. Pet Mar 30.
 Ingram, Leicester, Apr 13 at 3
 Higginbottom, Isaac, Glossop, Derby, Night Watchman. Pet Mar
 20, Hall, Ashton under Lyne, Apr 14 at 11
 Hinder, Marshall, Leeds, Bootmaker. Pet Mar 30. Marshall, Leeds,
 Apr 20 at 11
 Kearsay, William, Bristol, out of business. Pet Mar 29. Harley
 Bristol, Apr 13 at 2
 Mellors, William, Eastwood, Nottingham, Fruiterer. Pet Mar 29.
 Weller, Derby, Apr 13 at 12
 Schofield, Robert, Liverpool, Accountant. Pet Mar 30. Cooper.
 Liverpool, Apr 20 at 12
 Webb, Harriett, Birmingham, Butcher. Pet Mar 29. Cole. Bir-
 mingham, Apr 26 at 2

TUESDAY, April 5, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Rees, Horace Vicars, Duke st, Adelphi, Publisher. Pet Mar 31.
 Hazlitt, Apr 27 at 11.30
 Wilkinson, John, Conduit st, Regent st, Electrician. Pet Apr 1.
 Pepps, Apr 27 at 11
 Wright, James Henry, Hare st, Bethnal Green, Boot Manufacturer.
 Pet Apr 1. Pepps. Apr 27 at 11

To Surrender in the Country.

Bees, Francis, Bristol, Wine and Spirit Merchant. Pet Apr 1.
 Harley, Bristol, Apr 21 at 2
 Mitchinson, Thomas, Brompton, Cumberland, Saddler. Pet Apr 2.
 Hulton, Carlisle, Apr 21 at 11
 Whitmore, Arthur Edwin, Lolworth, Cambridge, Farmer. Pet Apr 2.
 Gaches, Peterborough, Apr 23 at 11
 Whitmore, Stephen, Lolworth, Cambridge, Farmer. Pet Apr 2.
 Gaches, Peterborough, Apr 23 at 11.30

BANKRUPTCIES ANNULLED.

FRIDAY, April 1, 1881.

Freemantle, James, Woolston, Southampton, Builder. Mar 28
 Still, James, Chiswick, Builder. Mar 24
 Stock, Elizabeth Sarah, Clevedon, Somerset, Domestic Servant.
 Mar 25

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 1, 1881.

Allman, William, Hartford, near Northwich, Chester, Coal Dealer.
 April 14 at 11 at offices of Green and Dixon, Castle chambers, North-
 wich
 Arnold, George, Rougham, Suffolk, Bricklayer. April 16 at 12
 at the Angel Hotel, Bury St Edmunds. Walpole, Bury St Ed-
 munds
 Baird, Hugh, Birmingham, Stamper. April 14 at 3 at offices of Parr
 and Hayes, Colmore row, Birmingham
 Barker, John, Leeds, Bobbin Maker. Apr 14 at 3 at offices of Gris-
 dale, Gt George st, Leeds
 Barthorpe, William, East Retford, Nottingham, Publican.
 April 13 at 12 at offices of Badgers and Co, Moorgate st, Rother-
 hithe
 Bartlett, James, Margate, Kent, Grocer. April 13 at 12 at offices of
 Burrows, Cecil sq, Margate
 Beckmann, Rudolph Gustave Wilhelm, Liverpool, Licensed Victu-
 aller. April 14 at 11 at offices of Ety, Lord st, Liverpool
 Berry, William, Kenilworth, Warwick, Tannery. April 14 at 11 at
 offices of Sanderson, Church st, Warwick
 Bettridge, Joseph, Beaconsfield ter, Shepherd's Bush, Provision
 Dealer. Apr 16 at 4 at offices of Hanson, King st, Cheapside.
 Wetherfield, Queen st, Cheapside
 Binnington, William, Bridlington, York, Cabinet Maker. Apr 18 at
 3 at offices of West, King st, Bridlington quay
 Bolton, Thomas, Norwich, Grocer. Apr 11 at 12 at offices of Bavin
 and Daynes, Exchange st, Norwich
 Boyles, Martin, Market Hall, Stafford, General Dealer. Apr 12 at 3
 at offices of Jacques, Temple row, Birmingham
 Burton, William, Fenton, Stafford, Beerseller. Apr 14 at 11 at offices
 of Marfleet, Normacott rd, Longton
 Caird, John Hales, and Oliphant Williamson, Fenchurch street,
 General Merchant. April 20 at 2 at offices of Cooper and Co.,
 George street, Mansion House. Hollams and Co, Mincing
 lane
 Casson, Ezra, Manchester, out of business. April 23 at 3 at the
 Vernon Arms Hotel, Warren st, Stockport. Evans, Manches-
 ter
 Chislett, Edwin, Charlcombe, Somerset, Butcher. April 20 at 11
 at offices of Bartrum and Bartlett, Northumberland buildings,
 Bath
 Chiswell, William, and John Thomas, Birmingham, Thimble
 Manufacturers. April 9 at 11 at offices of East, Temple st, Bir-
 mingham
 Clark, Henry, and Mary Clark, Consall, nr Wesley Rocks, Stafford,
 Farmer. Apr 14 at 2 at offices of Bloor, Stockwell st, Leek. Red-
 fern, Leek
 Cocks, William, Maidstone, Printer. April 14 at 12 at offices of Cole,
 High st, Southwark. Goodwin, Maidstone
 Coldham, George, Wimbledon, Surrey, Bird Dealer. Apr 13 at 3 at
 offices of Cannon, the Broadway, Merton rd, Wimbledon
 Collins, Edwin, and Sydney Knight, Moore pk rd, Fulham, Builders
 Apr 20 at 3 at Inns of Court Hotel, Lincoln's inn fields. Woulfe,
 Lincoln's inn fields
 Coulston, James, Burnley, Lancaster, Plumber. April 20 at 11 at the
 Exchange Hotel, Nicholas st, Burnley. Ascroft, Preston
 Craig, John, Manchester, Importer of Toys. April 13 at 3 at the
 Shakespeare Hotel, 16, Fountain st, Manchester. Smith, Manches-
 ter

Dannatt, George, Bradford, York, Joiner. Apr 11 at 3 at offices of
 Neill, 35, Kirkgate, Bradford
 Daniel, John, Kidwelly, Carmarthen, Farmer. April 11 at 3.15 at
 offices of Morris, 3, Red st, Carmarthen
 Dewhurst, William, Bradford, York, Grocer. Apr 14 at 11 at offices
 of Peel and Co, 134, Chapel lane, Bradford
 Edwards, John, Rushall, Stafford, Cab Proprietor. Apr 13 at 11.30
 at the Stork Hotel, Walsall. Wilkinson and Co
 Fieldhouse, William, New Cloe, Great Grimsby, Lincoln, Smack
 Owner. Apr 11 at 11 at offices of Granges and Winttingham, St
 Mary's chambers, Gt Grimsby
 Finnimore, George Frederic, Circus rd East, Kentish Town, Baker.
 Apr 21 at 2 at offices of Morley and Co, 89, Chancery lane
 Fletcher, William, Chesterfield, Derby, Provision Merchant. Apr
 14 at 11 at offices of Stanton, New sq, Chesterfield
 France, Joseph, Ashton-under-Lyne, Painter. April 14 at 3 at the
 King's Arms Hotel, Spring gardens, Manchester. Clayton, Ashton-
 under-Lyne
 Frier, John Walker, Thorney, Cambridge, Innkeeper. April 14 at
 10.30 at offices of Reeve, Wentworth st, Peterborough
 Funkenstein, Samuel, Southampton row, Russell sq, Glass Manu-
 facturer. April 20 at 2 at offices of Dyte and Stead, Chancery
 lane. Venn and Woodcock, New inn, Strand
 Gardner, Frances, Preston, Lancaster, Cabinet Maker. April 13 at
 11 at the County Court Offices, Winckley st, Preston. Clarke,
 Winckley st, Preston
 Gibson, Robert George, Kingston-upon-Hull, Ironmonger. April 11
 at 2 at offices of Holden and Co, Parliament st, Hull
 Glover, John, Marlborough, Wilts, Draper. April 14 at 3 at 145,
 Cheapside. Reed and Lovell, Guildhall chmbrs, Basinghall st
 Goble, James Eason, Rochester, Kent, Licensed Victualler. April
 18 at 3 at the King's Head Hotel, Rochester. Shakespeare, South-
 ampton bldgs, Chancery lane
 Goff, Edward, Chatford, Salop, Farmer. April 13 at 11 at offices of
 Clarke and Sons, Swan hill, Shrewsbury
 Gold, Moses Aaron, High st, Bradwell, Clothier. April 25 at 11 at
 offices of Fenton, Ball's Pond rd
 Goldsworth, Edmund, sen, Norwich, Bricklayer. April 13 at 12 at
 offices of Stanley, Bank plain, Norwich
 Goldsworth, Edmund, jun, Norwich, Bricklayer. April 11 at 12 at
 offices of Stanley, Bank plain, Norwich
 Halliday, John, Liverpool, Commission Agent. April 14 at 12 at
 offices of Paynter, South Castle st, Liverpool
 Harrison, Samuel, Lower Easton, Gloucester, Beer Dealer. April
 13 at 2 at offices of Sibly, Exchange West Bristol
 Hart, Albert James, and Charles Perry, Chair Manufacturers. April
 9 at 12 at offices of Andrews, Nicholas st, Bristol
 Hartley, Robert, Kingston-upon-Hull, Glass Dealer. April 14 at 11
 at Leopard Hotel, Market pl, Buralem. Gresham and Taylor,
 Kingston-upon-Hull
 Hattemore, Thomas, Whitechapel rd, Licensed Victualler. April 14
 at 3 at offices of Rye and Eyre, Golden sq, St James'
 Head, Henry, Reedsness, York, Farmer. April 14 at 3 at offices of
 Hind and Everatt, Goole
 Heskest, William, Mackerfield, Lancaster, Draper. April 14 at 11 at
 offices of Stuart, King st, Wigan
 Hickson, Enoch, Davenham, nr Northwich, out of business. April
 12 at 11 at Albert chambers, Church Side, Crewe. Poinson,
 Crewe
 Hidden, Augustus Edward, Shenton st, Old Kent rd, Shirt Manu-
 facturer's Manager. April 25 at 12 at offices of Moss, Graecchurch
 st
 Hill, James, Torquay, Photographer. April 14 at 11 at offices of
 Lindop, Fleet st, Torquay
 Hill, Samuel, Leicester, Farmer. April 13 at 3 at offices of Harris,
 Market pl, Rugby. Leeder, Rugby
 Holland, Edward Walter, Birmingham. Apr 20 at 11 at offices of
 Coleman and Co, Colmore row, Birmingham
 Horner, Henry, Liverpool, Commission Agent. Apr 19 at 2 at offices
 of Collins, Harrington st, Liverpool
 Jagger, William, Bradford, York, out of business. Apr 16 at 11 at
 the Granby Hotel, Union st, Bradford
 Jones, Edmund, Carmarthen, Licensed Victualler. Apr 12 at 10.30
 at offices of Griffiths, St Mary st, Carmarthen
 Jones, Frederick, and George Henry Faulkner, Manchester, Cotton
 Spinners. Apr 13 at 3 at offices of Hall and Co, Fountain st, Man-
 chester
 Jones, Samuel Bradram, Hereford, Cattle Salesman. Apr 13 at
 12.30 at offices of Wallace, St Owen st, Hereford
 Jones-Machen, John Edward, Llanthwyr Yach, Monmouth, Clerk
 in Holy Orders. Apr 13 at 11 at offices of Farr and Wade, Dock
 st, Newport
 Latham, Moses, Crewe, Chester, Greengrocer. Apr 14 at 11 at offices
 of Warburton, Nantwich rd, Crewe
 Liddell, William, Cowpen Quay, Blyth, Northumberland. Apr 14 at
 3 at offices of Bentham, Nile st, Sunderland
 Lines, Edward Droucombe, Minorities, Cork Merchant. Apr 21 at 12
 at offices of Brown and Co, Queen st, Cheapside. Bainister and
 Fache, John st, Bedford row
 Lockwood, James, St Paul's rd, Burdett rd, Grocer. Apr 12 at 3 at
 offices of Cooper, Lincoln's inn fields
 Lord, Richard Thomas, Bolton, Milkdealer. April 13 at 3 at offices of
 Chambers, Acresfield, Bolton
 Lyons, Cornelius, Ferrier st, Wandsworth, Builder. April 12 at 3 at
 Mason's hall Tavern, Mason's avenue, Basinghall st. Saunders
 and Co, King st, Cheapside
 Maddocks, David, Derby, General Dealer. April 16 at 11 at offices of
 Briggs, Amen alley, Derby
 Martin, Thomas, Mile End road, Grocer. April 23 at 3 at the
 Guildhall Tavern, Gresham st. Plesse and Son, Old Jewry
 Chambers
 Mason, William, Lincoln, Farmer. April 13 at 10 at offices of Law, St
 Mary's pl, Stamford
 Mathew, James Edward, Dorking, Surrey, Gentleman. April 21
 at 11 at the Public Hall, West street, Dorking. Saddler, Dork-
 ing
 McKiever, Mary Jane, Fishponds, Gloucester, Draper. April 14
 at 12 at offices of Evans, Exchange buildings East, Bristol

Megevan, Charles John, Ipswich, Tailor. April 20 at 12 at the Inns of Court Hotel, Holborn. Birkett and Bantoff, Ipswich.

Middleton, Thomas, Pontefract, York, Grocer. April 14 at 3 at offices of Pullan, Albion st, Leeds.

Moore, John, Roman rd, North Bow, Cheesemonger. April 19 at 3 at 17, Newgate st.

Naldrett, Charles, Lymminster, Sussex, Carman. April 14 at 12 at offices of Knight, Littlehampton. Goodman.

Newman, Sarah Ann, Hertford, Butcher. April 11 at 11.30 at offices of Swarder and Longmore, Castle st, Hertford.

Nichols, William Thomas, the Limes East Dulwich, Brickmaker. April 20 at 1 at Guildhall Tavern, Gresham st. Hughes, Gresham bldgs.

Norman, Charles, Gracechurch st, Merchant. April 12 at 2 at offices of Collins, Furnival's-inn.

Overton, William, Birmingham, Dealer in Manure. April 9 at 12 at offices of East, Temple st, Birmingham.

Pearson, Thomas, Wilcockson, Sheffield, Steel Manufacturer. April 14 at 2 at Law Society, Aldine crt, High at Sheffield. Chambers and Son.

Pedder, William, High st, Homerton, Corn Dealer. April 21 at 2 at Aldersgate st. Houlders, Barbican.

Percival, William, Keyton, Rutland, Farmer. April 13 at 3 at George Hotel, Stamford.

Plant, Thomas, Longton, Stafford, Cab Proprietor. April 12 at 11 at offices of Welsh, Caroline st, Longton.

Purser, William Charles, Bromwich, Stafford, Printer. April 13 at 11 at offices of Travis, Church lane, Tipton.

Radford, Newman, Fulburn, Cambridge, Butcher. April 23 at 12.30 at offices of Ellison and Co, Alexandra st, Petty Cury.

Reynolds, Peter Carrington, Tue Bros, Liverpool, Furniture Remover. April 20 at 2 at offices of Knowles, Cook st, Liverpool.

Salsbury, John Roberts, New Cleo, Gt Grimshy, Lincoln, Smaack-own. April 11 at 12 at St Mary's chmbrs, West St Mary's-gate, Gt Grimshy. Grange and Winttingham.

Sayer, William, Ripon, York, Butcher. April 16 at 11 at No. 21, Market pl, Ripon.

Shaw, Richard, Lockwood, nr Huddersfield, Grocer. April 13 at 3 at offices of Ramsden and Co, John William st, Huddersfield.

Shaw, William, Ellingford rd, Hackney, Boot Manufacturer. April 21 at 3 at offices of Fenton, Hall's Pond rd.

Sheldon, Thomas, Netherton, Worcester, Beerhouse Keeper. April 14 at 3 at offices of Davies, Union st, Dudley.

Shepherd, Charles, Sheffield, Furnishing Ironmonger. April 13 at 3 at offices of Webster and Striding, Harthead, Sheffield.

Shrimpton, Caleb, Bury St Edmunds, Grocer. April 25 at 12 at the Guildhall, Bury St Edmunds. Salmon and Son, Bury St Edmunds.

Simmons, James, Ash, nr Wrotham, Kent, Farmer. April 14 at 3 at the New Falcon Hotel, West st, Gravesend. Mitchell, Gravesend.

Smith, Alfred, Little Pakeney st, Golden sq, House Decorator. April 18 at 10 at offices of Gosely, Westminster bridge rd.

Spink, Joseph, Hook, York, Farmer. April 14 at 11 at offices of Pease, Goole. Hind and Everatt, Goole.

Spruce, William, Northwich, Chester, Grocer. April 20 at 11 at offices of Fletcher, Northwich.

Stranor, Matthias, Manchester, Architect. April 12 at 3 at offices of Hall and Co, Fountain st, Manchester.

Strutt, Elizabeth Henrietta Frances, Woolston, Southampton, Widow. April 13 at 11 at offices of Davis, Portland st, Southampton.

Taylor, James, Bradford, York, Machine Wool Comber. April 14 at 11 at offices of Berry and Robinson, 5, Charles st, Bradford.

Taylor, Matthew, Charlotte st, Fitzroy sq, Medical Assistant. April 12 at 3 at offices of Abbot, 33, Chancery lane.

Thomas, Alfred Edward, Bristol, Commission Agent. April 9 at 13 at offices of Thorne, 16, John st, Bristol.

Thorner, John, Over, Chester, Auctioneer. April 14 at 11 at Albert chmbrs, Churchside, Crewe. Pointon.

Thorpe, Robert, Northwood, Norfolk, Grocer. April 14 at 12 at offices of Coakes and Co, Bank Plain, Norwich.

Turvey, Rueben, Hastings, Builder. April 19 at 1 at offices of Hewitt, 14, York bldgs, Hastings.

Upton, William, Birmingham, Furniture Broker. April 13 at 12 at offices of Poinson, 4, Temple row, West, Birmingham.

Voller, George Robinson, Southsea, Hants, Bootmaker. April 20 at 11 at offices of Blake and Reed, 14, Union st, Portsea.

Wakelam, Samuel, Shifnal, Salop, Miller. April 14 at 11 at offices of Leake, High st, Shifnal.

Walker, John, North Shields, Hotel Keeper. April 13 at 3 at offices of Stanford, 21, Collingwood st, Newcastle-on-Tyne.

Walker, John George, Manchester, Linoleum Dealer. April 14 at 3 at offices of Gardner, 1, Cooper st, Manchester.

Walker, John, Staplehurst, Kent, Grocer. April 14 at 12 at offices of Monckton, Maidstone.

Walwyn, Elizabeth Emma and Mary Ann Walwyn, Ross, Hereford, Berlin Wool Dealers. April 13 at 11 at offices of Minnett and Piddock, St Mary's st, Ross.

Watson, Henry William, junr, Sunderland, Wholesale Druggist. April 13 at 11 at offices of Robinson, West Sunnisdale, Sunderland.

Watts, Albert, Stoke upon Trent, Butcher. April 14 at 11 at offices of Stevenson, Chesapeake, Hanley.

Webb, Thomas Henry, Hemel Hempstead, Hertford, Plumber. April 8 at 12 at offices of Lovell and Co, Gray's Inn square. Bullock and Penny, Great Berkampted.

Wells, William, Frome, Somerset, Upholsterer. April 13 at 3 at offices of Dunn and Payne, King st, Frome.

Westbury, Robert, Manchester, Surgical Instrument Maker. April 23 at 3 at offices of Boote and Edgar, Booth st, Manchester.

Willshaw, George, Leicester, Auctioneer. April 13 at 12 at offices of Shires, Market st, Leicester.

Withers, John, Newbury, Berks, Grocer. April 16 at 1 at the Wheat-sheaf Hotel, Friar st, Reading. Belcher, Newbury.

Wolf, Charles, Liverpool rd, Cab Proprietor. April 20 at 2 at offices of Mackroth, New Broad street.

Worthington, Thomas, Lancaster, Licensed Victualler. April 14 at 11 at offices of Wilson, King st, Wigan.

Yates, William Henry, Blackstock rd, Highbury, China and Glass Dealer. April 20 at 11 at offices of Warner, Quality ct, Chancery lane.

Young, Joseph Russell, Levenshulme, nr Manchester, Telegraph Contractor. April 20 at 3 at offices of Farrington and Crofton, Mosley sq, Manchester.

Young, William, Vestry rd, Camberwell, Commercial Clerk. April 12 at 4 at offices of Hanson, King st, Chapside. Dear, Gresham st.

TUESDAY, April 5, 1881.

Albert, Richard, Dunley, Worcester, Licensed Victualler. April 21 at 12 at offices of Corbett, Avenue House, the Cross, Worcester.

Barnes, William, Birmingham, Baker. April 14 at 4 at offices of Huggins and Mallard, Newhall chmbrs, Newhall st, Birmingham.

Birch, Ann, Penzance, Beerhouse Keeper. April 20 at 11 at offices of Roscorla and Son, North parade, Penzance.

Blackett, Edward, Coundon, Durham, Farmer. April 20 at 11 at offices of Maw, jun, Bishop Auckland.

Boadet, Alfred Philip, and George Melville Forman, Mark lane, General Merchants. April 19 at 2 at offices of Moore and Son, Crosby sq. Baker and Nairne, Crosby sq.

Bratt, Joseph, Wolverhampton, Lock Manufacturer. April 21 at 3 at offices of Willcock, North st, Wolverhampton.

Brown, Frederick Albert, Gosport, Licensed Victualler. April 19 at 4 at offices of Feltham, Union ct.

Buckley, Thomas, Huddersfield, Greengrocer. April 18 at 11 at offices of Milnes and Swift, New st, Huddersfield.

Butlin, William Thomas, Herne Hill, Draper. April 13 at 12 at offices of Willis, St Martin's st, Leicester sq.

Carr, Thomas, Jones Swansea, Coal Merchant. April 19 at 12 at offices of Richards, Castle sq, Swansea.

Chapman, Daniel, Holms Bumpstead, Essex, Farmer. April 21 at 12 at Rose and Crown Inn, Haverhill. Jackson and Vincent, Haverhill.

Colyer, Allen, Ramsgate, Kent, Watchmaker. April 16 at 1 at the Inns of Court Hotel, Holborn. Burrows, Ramsgate.

Corfield, Elizabeth, Ludlow, Salop, Innkeeper. April 16 at 12 at the Feathers Hotel, Corve st, Ludlow. Bowles, Ludlow.

Craven, Thomas, Ripon, York, Stonemason. April 20 at 2.30 at offices of Coppin and Whitlam, Market pl, Ripon.

Davey, William, Tiverton, Devon, Pork Butcher. April 20 at 3 at offices of Quick, Tiverton.

Davy, Samuel, Cuckney, near Mansfield, Nottingham, Farmer. April 25 at 2.30 at Midland Hotel, Mansfield. Wells and Hind, Nottingham.

Degenhardt, John, Roman, Old Ford, Baker. April 21 at 2 at offices of Lea, Old Jewry chmbrs, Old Jewry.

Downes, William Edward, Great Wollaston, Salop, Farmer. April 20 at 11 at offices of Morris and Son, Swan hill, Shrewsbury.

Drummond, Charles Luke, Manchester, Silk Merchant. April 19 at 3 at offices of Lawson, Peter st, Manchester.

Dunn, Penniston, Chertsey, Surrey, Brickmaker. April 21 at 2 at offices of Woodley, Guildhall chmbrs, Basinghall st, Brown, Basinghall st.

Dyer, Walter, Cheltenham, Butcher. April 20 at 11 at offices of Heath, Regent st, Cheltenham.

Dyke, George, Durnford, Wilts, Publican. April 13 at 10.30 at Red Lion Hotel, Salisbury. Cobb and Smith.

Fawthrop, Francis, Buttershaw, Bradford, York, Farmer. April 16 at 11 at offices of Harris and Halsiton, Market st, Bradford.

Foster, Gains, Southwark Park rd, Bermondsey, Rice Miller. April 25 at 3 at offices of Wrightson and Green, Trinity sq, Tower Hill.

Gardiner, Robert, Singleton, Lancaster, Farmer. April 29 at 11.30 at offices of Dickson, Station rd, Kirkham.

Gentry, Henry, Paternoster sq, Cheesemonger. April 22 at 3 at offices of Edwards, High st, Borough. Mandala, Mitre ct, Fleet st.

Gilbert, Charles Russell, Leeds, Leather Merchant. April 19 at 11 at the Law Institute, Albion pl, Leeds. Grisdale, Leeds.

Gilbert, Joseph, Weston-by-Welland, Northampton, Carpenter. April 22 at 2 at the Angel Hotel, Market Harborough. Andrew, Northampton.

Gillman, Joseph Copeland, Longsight, near Manchester, Oil Merchant. April 27 at 3 at offices of Heywood and Son, Mount st, Albert sq, Manchester.

Gosling, George, Hamsey, Sussex, Farmer. April 20 at 3 at the White Hart Hotel, Lewes. Lawson, Essex at Strand.

Graham, Joseph, Workington, Cumberland, Ironmonger. April 19 at 11.30 at offices of Paisley, Bridge st, Workington.

Grant, Thomas Charles, Watford, Hertford, Ironmonger. April 13 at 3 at the Law Institution, Chancery lane. Sedgwick and Turner, Watford.

Hansford, John Hugh, Shaftesbury, Dorset, Carpenter. April 19 at 2 at the Grosvenor Arms Hotel, Shaftesbury. Robins.

Harding, Richard Henry, and James Harding, Greenwich, Boat Builders. April 15 at 3 at offices of Scard, High st, Deptford.

Harris, Francis, Cardiff, Grocer. April 14 at 12 at offices of Gibbs and Llewellyn, Bridge st, Newport.

Harrop, Joseph, Ashton-under-Lyne, Lancaster, Grocer. April 20 at 3 at Pitt and Nelson Hotel, Ashton-under-Lyne. Jackson, Ashton-under-Lyne.

Hawkins, Henry Plummer, Aberystwyth, Cardigan, Hairdresser. April 14 at 12 at office of Hughes and Sons, Pier st, Aberystwyth.

Henderson, John, Great Aycliffe, Durham, Cattle Dealer. April 19 at 3 at office of Barron, High row, Darlington.

Hill, Septimus Hewitt, Sedgley, Stafford, Licensed Victualler. April 20 at 3 at office of Stokes and Co, Priory st, Dudley.

Holden, Robert Percy Pilkington, Bolton, Lancaster, Tobacconist. April 22 at 3 at office of Balshaw, Bowker's row, Bolton.

Hook, Richard, Abergavenny, Monmouth, Hoop Maker. April 25 at 12 at offices of Sayce and Baker, Lion st, Abergavenny.

Hopkins, Charles, and Alfred Crellin, Liverpool, Boot and Shoe Manufacturers. April 8 at offices of Trade Protection Society, New st, Leicester, in lieu of the place originally named.

Horsey, Henry, Seagrave rd, Lillie Bridge, Middlesex, Cowkeeper. April 19 at 3 at offices of Seear and Haseluck, Holborn Viaduct.

Rosenthal, Holborn Viaduct.

Horton, Matthias, Rugby, Warwick, Baker. April 14 at 10.30 at offices of Gledhill, North st, Rugby.

Horton, William, and Charles Horton, Bromsgrove, Worcester, Bakers. April 13 at 11 at offices of Scott and Horton, New rd., Bromsgrove.

Hyman, Alfred, Fleet st, Tailor. April 25 at 3 at office of Dubois, Berjeants' inn, Chancery lane. Beard and Sons, Basinghall st.

James, George, Birmingham, Iron and Brass Founder. April 20 at 3 at office of Coleman and Co, Colmore row, Birmingham.

Jefferys, Thomas Brown, Swansea, Corn Merchant. April 20 at 2 at offices of Plummer and Parry, Bristol chambers, Nicholas st, Bristol.

Johnson, David, Hockley Heath, Tanworth, Warwick, Farmer. April 14 at 3 at offices of Duke, Temple row, Birmingham.

Jones, Samuel Edward, Liverpool, Car Proprietor. April 18 at 2 at offices of Sheen, North John st, Liverpool. Dixon and Syers, Liverpool.

Kent, Frederick, Broad st, Solicitor. April 14 at 3 at offices of Browne and Co, Queen st, Cheapside. Dow, King st, Cheapside.

Kirk, Henry, and Thomas Kirk, Worthington, Cumberland, Iron Manufacturers. April 23 at 10 at the County Hotel, Carlisle.

Knapp, William Towers, Sulhamstead, Berks, Brewer. April 19 at 11 at the Wheatsheaf Hotel, Friar st, Reading. Creed.

Kreisman, Philip, Liverpool st. Hairdresser. April 14 at 3 at offices of Cattlin, Wormwood st.

Lewis, Henry, and Edwin James Lewis, Silchester ter, Notting hill, Builders. April 8 at 12 at 11, Finsbury sq bldgs, Chiswell st.

Lloyd, Benjamin, Nantwich, Chester, Flour Dealer. April 21 at 12 at offices of Martin, Welsh row, Nantwich.

Lomas, John, Chester, Chemical Manufacturer. April 26 at 3 at the Inns of Court Hotel, Holborn. Churton, Chester.

Manning, David, and Herbert David Manning, Laton, Bedford, Straw Hat Manufacturers. April 13 at 3 at the Queen's Hotel, Laton. Wells, St. Albans.

Mason, Benjamin William, Fulham rd, Coal Merchant. April 13 at 3 at offices of Ogle, New Cavendish st.

Masey, Thomas, Milton, Stafford, Beerseller. April 16 at 11 at offices of Julia, Queen's chambers, Liverpool rd, Burslem.

Miles, James, West Ham, Essex, Boot Manufacturer. April 14 at 2 at offices of Morphet, King st, Cheapside. Terry, King st, Cheapside.

Morris, John, Maidenhead, Berks, Grocer. April 20 at 1 at offices of Poyser, Queen st, Maidenhead.

Nelson, Thomas, and John Harrison Blayney, Nottingham, Tailors. April 20 at 3 at offices of Bright, Town Club chambers, Wheeler gate, Nottingham.

Netherwood, George, Cambridge, Bricklayer. April 30 at 11 at offices of Papworth and French, St. Andrew's hill, Cambridge.

Newbery, William, Brooke, Isle of Wight, Carpenter. April 20 at 12 at offices of Joyce, Sea st, Newport.

Newman, John, Harrington, Licensed Victualler. April 26 at 3 at the Three Pigeons, Brentford. Philip, Hayes.

Newth, Henry Charles, Griffin st, Lambeth, Saw Mill Proprietor. April 21 at 3 at offices of Barnard, Westminster Bridge rd.

Nock, Joseph, Stourbridge, Worcester, Victualler. April 16 at 10 at offices of Prescott, Kidderminster st, Stourbridge.

Perks, James, Salop, Market Gardener. April 20 at 12 at office of Stanley, Queen st, Wolverhampton.

Perry, Charles Hewes, Nottingham, Wine and Spirit Merchant. April 21 at 11 at the Assembly Rooms, Low pavement, Nottingham.

Martin and Son, Nottingham.

Pettitt, Edward, Ipswich, Suffolk, Merchant. April 26 at 1 at office of Fox, 6, Museum st, Ipswich. Gudgeon, Stowmarket.

Phillips, William Meredith, Pembroke, Hereford, Innkeeper. April 16 at 12 at the Midland Hotel, Birmingham. Moore, Leominster.

Philp, Edward, Landport, Hants, Wholesale Grocer. April 22 at 12 at 145, Cheapside. Blake and Reed, Portsea.

Porter, Margaret, Durham, Fancy Stationer. April 21 at 11 at office of Mawson, Exchange buildings, North Bailey, Durham.

Pratt, Francis, Cardiff, Glamorgan, Draper. April 28 at 12 at Grand Hotel, Broad st, Bristol. Cottrell Downing, Cardiff.

Priddis, Humphrey, Winchester, Confectioner. April 22 at 3 at the Royal Hotel, Winchester. Adams and Co., Winchester.

Purkiss, William John, Milford lane, Strand, Licensed Victualler. April 20 at 10 at offices of Cooke, 9, Gray's inn sq.

Ridley, John, Leighton Buzzard, Bedford, Grocer. April 13 at 3 at the Swan Hotel, Leighton Buzzard. Willis.

Roberts, John, Corwen, Merioneth, Boot Maker. April 21 at 2 at offices of Knowles, 5, Cook st, Liverpool.

Robinson, Benjamin, Leeds, Mantle Manufacturer. April 20 at 3 at offices of Lowrey, 9, South parade, Leeds. Wells, Leeds.

Sawyer, Frank, Southampton, Coachbuilder. April 14 at 3 at office of Shute, Portland st, Southampton.

Shreeve, James, Penryn, Glamorgan, Licensed Victualler. April 16 at 11 at offices of Lewis, Gleebyde st, Myrth Tyddil.

Smedley, George, Pinxton, Derby, Grocer. April 20 at 3 at offices of Wyles, Low pavement, Nottingham.

Sparling, Alfred, Elslack, York, Farmer. April 16 at 12 at offices of Throup, Midland Hotel, Skipton. Dale, Leeds.

Storer, William Thomas, Stratton, Stafford, Licensed Victualler. April 20 at 20 at offices of Thorne and Co, Darlington st, Wolverhampton.

Taitan, Charles, Clifton, Bedford, Cattle Dealer. April 24 at 1 at Crown inn, Biggleswade. Barker, Hitchin.

Tairman, John Wharton, Leeds, Grocer. April 20 at 3 at offices of Granger and Raper, Bank st, Leeds.

Thorns, Thomas, Bosville John Mills, and William Harrie, Nicholl sq, Falcon sq, Tie and Brace Manufacturers. April 21 at 1 at the Guildhall Tavern, Gresham st. Houghtons and Byfield, Gracechurch st.

Thurgood, John, Derby, Tailor. April 27 at 3 at offices of Rumney, Walbrook.

Tillett, Thomas, St Gregory, Norwich, Boot Maker. April 25 at 12 at Three Kings, Upper Westwick st, Norwich.

Watkins, James, Stourbridge, Worcester, Cabinet Maker. April 16 at 11 at offices of Wall, High st, Stourbridge.

Watson, Robert, Corwen, Merioneth, Boot Maker. April 20 at 10.5 at Queen's Hotel, Chester. Lloyd and Roberts, Chester.

Webb, Amos, Tewkesbury, Gloucester, Beer Seller. April 19 at 10.30 at offices of Moores and Romney, Tewkesbury.

Welch, Joseph, Bourton, Dorset, Baker. April 19 at 11.30 at office of Venn, Wincanton.

Westcott, Henry, West Kirby, Chester, Silk Mercer. April 21 at 3 at offices of Davies, the Temple, Dale st, Liverpool.

Whittle, John, Redditch, Worcester, Boot Maker. April 20 at 3 at offices of Walford, Waterloo st, Birmingham.

Widdowson, William, Loughborough, Leicester, Leicester, Baker. April 21 at 11 at offices of Bartlett, Mill st, Loughborough.

Wild, James, and William Clarke, Tunstall, Boot Builders. April 14 at 3 at office of Llewellyn and Ackrill, Tunstall.

Williams, Seth, Aberystwyth, Monmouth, Grocer. April 29 at 12 at offices of Hutchins, Commercial st, Newport.

Wilson, John James, Liverpool, Grocer. April 20 at 11 at offices of Webster, South Castle st, Liverpool.

Windors, Joseph, and Samuel Masters, Stoke-upon-Trent, Stafford, Joiners. April 14 at 11 at North Staffordshire Railway Hotel, Stoke-upon-Trent. Hollinshead, Tunstall.

Winsor, William, Miles lane, Upper Thames st, Tobacconist. April 21 at 2 at offices of Coburn and Young, Leadenhall st.

Wolf, Peter, Old st, St Luke's, Baker. April 20 at 2 at offices of Brown Basinghall st.

Yardley, William, Stourbridge, Worcester, Grocer. April 13 at 11 at offices of Price, High st, Stourbridge.

Young, John, Chew Stoke, Somerset, Farmer. April 22 at 1 at offices of Beckingham, Albion chambers, Broad st, Bristol.

Ziegler, Rudolph, Mark lane, Rice Miller. April 21 at 3 at offices of Cooper Brothers and Co, George st, Mansion House. Hollams and Co, Mining lane.

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